



CITY OF MILES CITY

AGENDA

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

*June 13, 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 05/23/2023
 - B. Human Resources Committee Meeting 05/03/2023

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

Kiwanis Presentation to put ADA play equipment in Wibaux Park.

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. **ORDINANCE NO. 1370 (*First Reading*) – AN ORDINANCE ESTABLISHING NEW RATES FOR THE USE OF THE MILES CITY AMBULANCE.**
- B. **ORDINANCE NO. 1371 (*First Reading*) - AN ORDINANCE REPEALING SECTIONS 3-26 THROUGH 3-36 AND AMENDING SECTION 6-26 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY LICENSE REQUIREMENTS FOR STATE ORIGINATED LICENSES.**
- C. **APPROVE PROVIDING 90-DAY TERMINATION NOTICE TO MONTANA EMERGENCY HEALTH CARE CONSULTANTS, INC., A MONTANA CORPORATION DOING BUSINESS AS SOLESTONE REIMBURSEMENT SERVICES.**

- D. **RESOLUTION NO. 4509 - A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND TODD NEIFFER AND ELIZABETH NEIFFER, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**
- E. **RESOLUTION NO. 4510 – A RESOLUTION TO CORRECT LEGAL DESCRIPTIONS IN RESOLUTION NO. 4118 AND RESOLUTION NO. 4119, TO AGREE TO RENEW A LEASE AGREEMENT WITH THE ASSIGNED TENANT IN THE ASSIGNED TENANT’S NAME, AND TO APPROVE A NEW LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND CENTER AG SUPPLY, LLC, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**
- F. **RESOLUTION NO. 4511 - A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND DAVID P. JERREL, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**
- G. **RESOLUTION NO. 4512 - A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND HUGO MUGGLI INC., FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**
- H. **RESOLUTION NO. 4513 - 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**
- I. **RESOLUTION NO. 4514 – A RESOLUTION AUTHORIZING AMBULANCE BILLING SERVICE AGREEMENT BETWEEN THE CITY OF MILES CITY AND PINTLER BILLING SERVICES, LLC.**
- J. **RESOLUTION NO. 4515 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2022-2023.**
- K. **APPROVAL OF MAY CLAIMS**

15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens,

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

Minutes

REGULAR COUNCIL MEETING May 23, 2023
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 23, 2023, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Council President Brush called the meeting to order. Council Members present were Dwayne Andrews, Rick Huber, Chris Grenz, Roxanna Brush, and Ken Gardner. Ken Gardner, Pamela Bovee, and Matthew Regan were absent.

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 5/9/23

** *Councilperson Grenz moved to approve the minutes of the Regular Council Meeting of May 9th, 2023, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 5-0.*

Human Resources Committee Minutes: 4/6/23

** *Councilperson Andrews moved to approve the minutes of the Human Resources Meeting of April 6th, 2023, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 5-0.*

Finance Committee Minutes: 5/10/23

** *Councilperson Grenz moved to approve the minutes of the Finance Meeting of May 10th, 2023, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 5-0.*

Public Service Committee Minutes: 5/11/23

** *Councilperson Gardner moved to approve the minutes of the Public Service Meeting of May 11th, 2023, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 5-0.*

SCHEDULE MEETINGS

Councilperson Grenz told the Council about the upcoming MMIA Municipal Summit in Colstrip on July 18th.

REQUEST OF CITIZENS & PUBLIC COMMENT

Mary Catherine Dunphy spoke on the MDU rate increase. She stated that the next Town Hall Meeting will be June 15th from 5:30 to 7:30 at City Hall. She would like to see police presence at the meeting.

Craig Dalakow 814 Wells questioned why the police are following the sheriff onto the highway. He also stated that the sheriff was parked on one side of the Jordan Highway and the police are parking on city property by the airplane hangar and it looked to be a speed trap. Council President Brush announced that there was no one present from the police department to speak on the subject, but that we would take his comment.

APPOINTMENTS

Christopher Horton Building Inspector. Councilperson Huber stated he was told he is not certified yet. Human Resources Officer Wilkins corrected him saying that was incorrect. He is certified in Residential and Mechanical. He is willing to get his Commercial when he gets here. Councilperson Huber then stated that his information was evidently wrong. He asked when Mr. Horton would be able to start if he was appointed. Officer Wilkins said June 12th.

** *Councilperson Grenz moved to appoint Christopher Horton as Building Inspector, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 5-0.*

PROCLAMATIONS

None

STAFF REPORTS

None

CITY COUNCIL COMMENTS

Councilperson Grenz handed out proposed changes to a resolution for and interlocal agreement with the county. He said he was volunteered to work it out with the county. He noted where they would give us \$2000 annually for maintenance on the Animal Shelter. Also \$2590.00 for the Bullard Street Lift Station. He mentioned that it needs to be signed by the first of the month. He would like the Finance Committee to put it on their agenda or for it to be on the next Council agenda. Attorney Rice asked why they added \$2000 for finger printing services in addition to

the \$30 we already pay per person. He stated that they are paying us \$2000 for Animal Control and then we are going to be giving them that same \$2000 right back for Fingerprinting when we are already paying \$30 a person. Councilperson Grenz said this is only a draft. Attorney Rice asked how it got in there. Councilperson Grenz added that if we can get it approved he would be more than happy to take it back to them and get it worked out. Attorney Rice questioned the date as it is for 24-25 and the upcoming year would be 23-24. Councilperson Huber expressed that he had brought that up and he thinks it is an error. Attorney Rice asked if the Council knew who typed the resolution. Councilperson Grenz said it was done up at the county and Councilperson Brush said she thought it was Commissioner Strouf. Attorney Rice stated that we have received several agreements from the county lately and none of them appear to have come from the county attorney's office. Councilperson Grenz would like on the next agenda an agreement to appoint some people to work with the county on the goals for a planner.

Councilperson Huber asked Councilperson Andrews if the Mayor had sent a letter to the railroad. Councilperson Andrews had not heard anything. Deputy Clerk Kinsey mentioned that she gave Councilperson Andrews request to the Mayor but didn't know if he had sent a letter. Councilperson Huber spoke about the nuisances and talk of someone suing the city. Attorney Rice asked if the person has made any written complaints. Councilperson Brush stated she is filling out complaints on this person's behalf. Attorney Rice reiterated that there is a process that needs to be followed. Councilperson Huber mentioned that everyone that talks to him is not interested in a person turning in their neighbor and he agrees with them. He said we have laws, we have resolutions, we have employees. Attorney Rice clarified that the law says we have to show that there are a significant number of people and the people have to be available to testify that it impacts them. Councilperson Huber told him that he has heard him say that before and he respects that. Attorney Rice added that he didn't make the law. Councilperson Huber commented that we need to change that. Attorney Rice explained that it is state statute. He said he understands where they are coming from and he doesn't want to complain about somebody else either, but if we are going to prosecute public nuisances we have to have witnesses it can't just be Code Enforcement driving by and thinking it is a mess. That is not how the statutes work. A council member can fill out the complaints and testify if they want to take that on, but anonymous complaints in the criminal justice system don't really work.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

Waste Water Generator Replacement. There were two bids received. One was from Loenbro for \$301,150.00. The other was from CEI for \$219,860.72.

** *Councilperson Grenz moved to refer the bids to Finance, and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 5-0.*

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. REQUEST FOR LETTER OF SUPPORT FOR ONE HEALTH.

Councilperson Huber mentioned that the only issue is going to be parking. He said we can support it but doesn't want them to come back at us saying they don't have any parking. Councilperson Brush clarified that the support letter is for their grant.

** *Councilperson Huber moved to approve the request seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 5-0.*

B. APPROVE PROPOSAL AND CONCEPT OF BOAT RAMP ON RIVER BY WALLEYES UNLIMITED.

Ramon Dyba from Walleye's Unlimited spoke about the proposed plans for a boat ramp. They are hoping to add a vaulted latrine that would also be accessible for people using the park or Stanley Field. They will be adding parking for several trailer spots. They would also like to add overflow parking which could be utilized by people using the park and Stanley Field as well.

** *Councilperson Grenz moved to approve the proposal seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 5-0.*

C. APPROVAL OF APRIL CLAIMS

Claims were reviewed.

** *Councilperson Huber moved to approve the proposal seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 5-0.*

ADJOURNMENT

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

The meeting was adjourned at 7:05p.m.

Roxanna Brush, Council President

Jody Kinsey, Deputy City Clerk

Human Resources Committee
May 3, 2023

The **Human Resources Committee** met Wednesday, May 3, 2023 at 5:00 p.m. at City Hall Conference Room. Present were Committee Members Kathy Wilcox, Dwayne Andrews, Pam Bovee and Rick Huber. Also present were: Supervisor Lyne Anderson, Police Chief Doug Colombik, and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens
None
2. Staff Comments
None
3. Committee Member Comments
None
4. Review, revise, recommend Miles City Police Department "Community Policing Policy"

***Committee Member Andrews moved to recommend to the Finance Committee a 3-4% COLA for non-union staff, seconded by Committee Member Bovee. The motions passed unanimously 4-0.*

- a. Non-union staff Wage Matrix Step Increase for FY 2023-24

***Committee Member Bovee moved to recommend to the Finance Committee a step for non-union staff, seconded by Committee Member Andrews. The motions passed unanimously 4-0.*

5. Review, revise, recommend draft Dispatch policy & procedures
6. Schedule next meeting – Feb 9, 2023; 5 pm

Meeting was scheduled for April 20 @ 5:00 p.m.

7. Adjournment

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

The meeting was adjourned at 5:24 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Staff Reports

Clerk Staff Report

May 4 – June 9, 2023

- Public Requests: 5
- Fraud Alerts: 3
- Obtaining Signatures/Filing Contracts for Agreements
- A/R Billing & Reconciliation
- Typing Minutes from Previous Meetings
- Reviewing PC list for Outdated Equipment
- Maintain Conference Room Scheduling
- City Website updates
- Public Information, Press Releases, and posts on Social Media (Highest Viewed Post to date in June. 6,511 people to date saw post, and shared 71 times about Splash Pad and Oasis)
- Quarterly reports
- Notice all upcoming meetings
- Updating City Policy Book
- Preparing & Processing Claims
- Budget Process

Meetings

Human Resources Committee Meeting – 06/20/23 @ 5pm - City Hall Conference Room

MDU Rate Case Listening Session – 6/15/23 @ 5:30 pm – City Hall Conference Room

Commissioners Meetings – Tues-Thurs @ 8:30-3 pm – Commissioners Office

MCAEDC Board Meeting – 7/6/23 @ 7:00 am – MCC, Room 106

Staff Report for Public Works & Parks Departments

1. Primary focus of current work underway throughout the city and challenges related to it. Pot hole patching, street sweeping, weed mowing, tree trimming. Mechanics are repairing equipment and servicing trucks, police and fire equipment.
Road Improvements, curbing, valley gutter, and new sidewalk work is being completed on Tompy St. and Doedan.
Top Gun Asphalt has been working on crack sealing and paving on Leighton Blvd for the city. This is from Leighton Blvd to N. Sewell St.
2. Status of all contracted work underway throughout the city and challenges related to it. 59 North Project in 2024. Tongue River Slough project anticipation date is likely 2024-2025 with preliminary design anticipated being complete late summer or fall of 2023.
3. Status of projects in the planning phase. Highway 59 North is in the engineering and design phase with Interstate Engineering and MDOT. The Tongue River Slough project is with KLI and in the design and engineering stage.
4. Information about State, County and utilities projects throughout the city. MDU has started year #2 of its gas line repairs and are focusing on the downtown area.
5. Budget variations exceeding current budgeted ceilings, including overtime expenditures. No budget variations at this time and the Streets and Parks are under 50% budget for overtime expenditures at this time.
6. Major equipment purchases anticipated in the next 6 months. None
7. Performance improvement measures primarily selected by the officer but including the # of overtime hours paid the last calendar month preceding the date of the report. Our departments goal is to be safe and efficient operators and perform the task that arise. The # of hours for overtime the month of June is 6 hours so far for Public Works and the Parks Department has started weekend garbage runs and the Splash Pad and Frog Pool operations, so overtime is anticipated for the Parks Department and was budgeted for. Total hours for Parks overtime for June is 14 Hours.

Mary Rowe

From: joel@geoplant.com
Sent: Tuesday, June 06, 2023 12:46 PM
To: 'Mary Rowe'
Cc: 'Dan Rice'
Subject: Lease Rates

Hi Mary,

Due to the discussion about lease rates, I drafted the following language and had Dan review it. The proposed language would modify the paragraph under Section III of each of the lease agreements, if the Council would like to make it clearer that if lease rates are updated, the leases in place are subject to the new rates. New language is underlined.

- Rental rates at each annual payment period shall be at the standard rates set by the resolution adopted by City Council that is in effect when payment is due. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2024 through June 30, 2028. In the event that the City updates the lease rates by resolution prior to the start of the next fiscal year on July 1st when payment is due, payment shall be made prior to July 1st in accordance with the updated lease rates.

If you could add this email to the Council packets for next week's meeting, that would be great. Please let me know if you have any questions. Thank you!

Joel Nelson
Geoplant LLC
PO Box 72
Polson, MT 59860

joel@geoplant.com

406.261.3021



CITY OF MILES CITY

PLANNING & COMMUNITY SERVICES

17 S. 8th Street, PO Box 910
Miles City, MT 59301-0910

Telephone: 406-234-3493
Fax: 406-234-6392

Date: May 16, 2023

To: City Council

From: Joel Nelson, Contract Planner and Lease Administrator

Re: Leases for City Council consideration on May 23, 2023

On May 11, 2023, the Finance Committee met to review and make recommendations on four different lease matters in the Industrial Site. The Finance Committee recommended approval of the leases to the City Council as recommended in the staff reports. The City Council will review the recommendations and draft resolutions and lease agreements for the four leases, and potentially make decisions on the leases at the May 23, 2023 6pm Council meeting.

The Finance Committee made no changes to reports, draft resolutions, and draft lease agreements. Because no changes were made, and to minimize paperwork reproduction, the same documents as presented to the Finance Committee are being presented to City Council for consideration at the May 23, 2023 meeting. Members of the Finance Committee are asked to utilize the previous Finance Committee packets. Members of Council not on the Finance Committee are being provided the packets, attached to this memo. The only changes to the packets being sent to City Council members not on the Finance Committee are the additions of resolution numbers to the draft resolutions.

The draft lease agreements are subject to modification by Council and include language that will need to be changed or eliminated by the actions by Council.

Also, please note Jeremy Kueffler of Center Ag Supply has sent the attached email requesting changes to the purpose of that lease. Mr. Kueffler did not have the opportunity to attend the Finance Committee meeting to discuss that aspect of the Center Ag Supply draft lease agreement, and would like the opportunity to work out changes to the purpose of the lease with the Council. The recommended language regarding the lease purpose (Page 2, Section V.A of Attachment 6 to the Larsen/Center Ag Supply report) is to ensure that only the uses contemplated at this time when establishing the agreement are allowed by the lease agreement, which is a typical requirement for City leases. However, the terms of the lease agreement are subject to approval by City Council, who may modify the terms of the draft agreement.

From: jkuessler@midrivers.com
To: joel@geopland.com
Subject: Industrial site lease
Date: Monday, May 15, 2023 11:06:00 AM

5/15/2023
City of Miles City
City Council
Joel Nelson, Geopland LLC

To Whom it may concern

I am writing this letter in reference to a resolution passed by the Planning and Community Services Committee to write a new lease between The City of Miles City and Center Ag Supply LLC, of which I am the owner and operator.

In a letter dated March 7, 2023 and a later phone conversation, I was asked by Mr. Nelson to request that a new lease be written to replace a lease assigned to Center Ag Supply by Linda Larsen on Dec. 26, 2017. The main purpose of the new lease would be to correct a misprint regarding the legal description. I wrote a letter to Mr. Nelson dated April 19, 2023 requesting a new lease with the correct legal description.

I have received a copy of the draft lease document, and I have one problem with it. On the December 26, 2023 lease which was assigned to me, the stated purpose of the lease reads "Sublet property to Commercial Entities or Small Business Enterprises" At that time the Council knew of my plans to move to the building when the lease between Mrs Larsen and BNSF expired. No discussion of changing the stated purpose of the lease was requested.

In the new draft lease, the stated purpose reads, " 1. Sublet property to BNSF Railway Corporation, a commercial entity; or 2. To be used by Tenant's small business enterprise, being sales and service of liquid livestock feed and other farm and ranch products." Although the building is currently sublet to BNSF and I don't foresee a change in that use, I feel that the new language limits my use of the building in the event that BNSF moves out. Since the lease already assigned to me states the purpose as "Sublet property to commercial entities or small business enterprises" I request that the purpose on the new lease reads, "1. Sublet property to commercial entities or small business enterprises or 2. To be used by the Tenant's own small business enterprise."

Thank You
Jeremy Kueffler
Owner-Center Ag Supply LLC

New Business

ORDINANCE NO. 1370

AN ORDINANCE ESTABLISHING NEW RATES FOR THE USE OF THE MILES CITY AMBULANCE

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

Section 1. The Ambulance Rates to be charged by the City of Miles City Ambulance Service are hereby amended as follows:

(1) Basic Life Support:

- a. Commencing January 1, 2023 – 756.43 per call ;
- b. Commencing January 1, 2024 – 763.85 per call ;
- c. Commencing January 1, 2025 – 778.68 per call ;
- d. Commencing January 1, 2026 – 815.76 per call .

(2) BLS Non Emergent Resident:

- a. Commencing January 1, 2023 – 385.77 per call ;
- b. Commencing January 1, 2024 – 394.49 per call ;
- c. Commencing January 1, 2025 – 397.12 per call ;
- d. Commencing January 1, 2026 – 416.03 per call .

(3) BLS Emergent/Non Emergent Nonresident

- a. Commencing January 1, 2023 – 952.55 per call ;
- b. Commencing January 1, 2024 – 974.91 per call ;
- c. Commencing January 1, 2025 – 980.56 per call ;
- d. Commencing January 1, 2026 – 1027.26 per call .

(4) Advanced Life Support (ALS) Emergent Resident

- a. Commencing January 1, 2023 – 893.01 per call ;
- b. Commencing January 1, 2024 – 908.73 per call ;
- c. Commencing January 1, 2025 – 919.28 per call ;
- d. Commencing January 1, 2026 – 963.05 per call .

(5) ALS Emergent Nonresident.

- a. Commencing January 1, 2023 – 1071.61 per call ;
- b. Commencing January 1, 2024 – 1083.74 per call ;
- c. Commencing January 1, 2025 – 1103.13 per call ;

d. Commencing January 1, 2026 – 1155.66 per call .

(6) ALS 2

- a. Commencing January 1, 2023 – 1700.00 per call ;
- b. Commencing January 1, 2024 – 1800.00 per call ;
- c. Commencing January 1, 2025 – 1900.00 per call ;
- d. Commencing January 1, 2026 – 2000.00 per call .

(7) Specialty Care Transport with RN/ Paramedic aboard

- a. Commencing January 1, 2023 – 2475.00 per call ;
- b. Commencing January 1, 2024 – 2893.05 per call ;
- c. Commencing January 1, 2025 – 4775.44 per call ;
- d. Commencing January 1, 2026 – 5372.37 per call .

(8) IV Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(9) BLS Routine Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(10) ALS Routine Supplies

- a. Commencing January 1, 2023 – 145.00 per call;
- b. Commencing January 1, 2024 – 150.00 per call;
- c. Commencing January 1, 2025 – 155.00 per call;
- d. Commencing January 1, 2026 – 160.00 per call

(11)Oxygen and Supplies

- a. Commencing January 1, 2023 – 89.30 per call;
- b. Commencing January 1, 2024 – 90.18 per call;
- c. Commencing January 1, 2025 – 91.93 per call;
- d. Commencing January 1, 2026 – 96.31 per call

(12)Cardiac Monitoring and Supplies

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(13)Advanced Airway and Supplies or CPAP

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(14)Backboard System and Supplies

- a. Commencing January 1, 2023 – 185.00 per call;
- b. Commencing January 1, 2024 – 190.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 210.00 per call

(15) Treat at Scene 1st Aid

- a. Commencing January 1, 2023 – 119.06 per call;
- b. Commencing January 1, 2024 – 120.23 per call;
- c. Commencing January 1, 2025 – 122.57 per call;
- d. Commencing January 1, 2026 – 128.40 per call

(16) Treat at Scene Medication- Plus Cost of Medicines

- a. Commencing January 1, 2023 – 238.13 per call;
- b. Commencing January 1, 2024 – 240.46 per call;
- c. Commencing January 1, 2025 – 245.13 per call;
- d. Commencing January 1, 2026 – 256.81 per call

(17) Decontamination of Ambulance

- a. Commencing January 1, 2023 – 80.00 per call;
- b. Commencing January 1, 2024 – 85.00 per call;
- c. Commencing January 1, 2025 – 90.00 per call;
- d. Commencing January 1, 2026 – 95.00 per call

(18) Response to Medical Alarm (No Transport)

- a. Commencing January 1, 2023 – 25.00 per call;
- b. Commencing January 1, 2024 – 26.00 per call;
- c. Commencing January 1, 2025 – 28.00 per call;

d. Commencing January 1, 2026 – 30.00 per call

(19) Response to MCV (No Transport)

- a. Commencing January 1, 2023 – 150.00 per call;
- b. Commencing January 1, 2024 – 175.00 per call;
- c. Commencing January 1, 2025 – 200.00 per call;
- d. Commencing January 1, 2026 – 250.00 per call

(20) Special Event Standby- For Profit

- a. Commencing January 1, 2023 – 175.00 per call;
- b. Commencing January 1, 2024 – 200.00 per call;
- c. Commencing January 1, 2025 – 225.00 per call;
- d. Commencing January 1, 2026 – 250.00 per call

(21) Special Event Standby- Nonprofit

- a. Commencing January 1, 2023 – 100.00 per call;
- b. Commencing January 1, 2024 – 125.00 per call;
- c. Commencing January 1, 2025 – 135.00 per call;
- d. Commencing January 1, 2026 – 150.00 per call

(22) Ground Mileage BLS, Per

- a. Commencing January 1, 2023 – 25.00 per mile;
- b. Commencing January 1, 2024 – 25.50 per mile;
- c. Commencing January 1, 2025 – 26.00 per mile;
- d. Commencing January 1, 2026 – 26.50 per mile

(21) Ground Mileage ALS, Per

- a. Commencing January 1, 2023 – 27.00 per mile;
- b. Commencing January 1, 2024 – 27.50 per mile;
- c. Commencing January 1, 2025 – 28.00 per mile;
- d. Commencing January 1, 2026 – 28.50 per mile

(22) Blood Draw. Blood draw services for law enforcement investigations shall be charged to the investigating agency at the rate of \$100.00 per draw, the proceeds of which are to be deposited into the Ambulance Capital Improvement Fund.

(23) Medications

- a. As Needed to Cover Drug Cost Increases

<u>Medication</u>	<u>Current</u>	<u>New</u>	<u>Cost</u>
FENTANYL	\$2.52	12.52	22.69 (10)
ASPIRIN	\$0.30	1.00	1.40 (btl)
AMIODRANONE	\$16.50	20.50	10.89
ATROPINE LURE JET	\$13.71	18.50	157.99 (10)
ATROPINE SYRINGE	\$16.68	30.50	25.49
EPI 1:1000 PEN	\$730.80	750.80	609.00
EPI 1:1000 AMPLUE	\$21.94	25.94	187.00 (10)
EPI 1:10,000 LURE	\$10.03	20.03	140.99 (10)
D-50	\$16.16	19.16	227.99 (25)
D-25	\$15.16	25.16	207.99 (10)
D-10	\$10.90	15.90	10.09
D-5	N/A	18.49	8.49
ORAL GLUCOSE	\$5.80	7.80	5.29 (3)
SODIUM BICARB 8.4	\$13.06	33.06	286.99 (10)
SODIUM BICARB 4.2	\$18.99	28.99	206.99 (10)
CALCIUM CHLORIDE	\$13.34	15.34	11.12
CALCIUM GLUCONATE	N/A	30.00	629.99 (25)
LIDOCAINE	\$9.40	11.40	83.99 (10)
FUROSEMIDE	\$6.21	26.21	14.89
NITRO TABS	\$4.68	5.68	24.79 (25)
NARCAN	\$46.87	146.87	78.99
MORPHINE AMPULE	\$4.50	14.50	82.94 (25)
DIAZEPAM	\$39.94	39.94	15.99 (100)
VERSED	\$4.24	5.24	22.79 (10)
ONDANSETRON VIAL	\$6.09	16.09	10.69
ONDANSETRON TAB	\$1.17	3.17	33.99 (30)
PHENERGAN	\$3.79	13.79	106.99 (25)
ALBUTEROL	\$.55	2.00	18.99 (30)
IPRATROPIUM	\$1.00	3.00	12.94 (25)
BENADRYL	\$3.09	13.09	8.49
DOPAMINE	\$23.98	33.98	24.99
DUO NEB	N/A	5.00	47.70 (30)
PITOCIN	\$9.70	13.70	222.99 (25)
METHYLPREDISOLONE	\$17.98	27.98	19.99
THIAMINE	\$16.39	18.39	374.25 (25)
TXA	\$74.38	74.38	259.99 (10)
NOREPINEPHRINE	\$21.94	55.94	45.79
LIDOCAINE JELLY	\$8.07	15.07	247.25 (25)

ADENOSINE 6MG	\$37.47	47.47	98.00 (10)
ADENOSINE 12 MG	\$59.98	69.95	247.90 (10)
GLUCAGON	\$304.78	314.78	256.99
GLUCAGEN	\$445.25	455.28	374.89
HALDOL	\$10.92	15.92	304.75 (25)
MAGNESIUM SULFATE 1G	\$4.78	16.78	11.79
MAGNESIUM SULFATE 5G	\$25.53	26.53	11.79
KETAMINE	N/A	25.00	190.99 (10)
NITROUS OXIDE	N/A	25.00	97.03 (btl)
NEO-SYNEPHRINE	N/A	15.00	7.19

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

Said Ordinance read and put on its passage this 13th day of June, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 27th day of June, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. 1371

AN ORDINANCE REPEALING SECTIONS 3-26 THROUGH 3-36 AND AMENDING SECTION 6-26 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY LICENSE REQUIREMENTS FOR STATE ORIGINATED LICENSES.

WHEREAS, the Montana legislature enacted SB 262 amending MCA 7-1-111 to prohibit local governments from requiring additional licensing when the State of Montana is the original issuer of a license, to include alcoholic beverage licenses; now therefore:

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

Section 1. Section 3-26 through 3-36 are hereby repealed, including the following:

~~ARTICLE II. LICENSES~~

~~Sec. 3-26. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Alcoholic beverages means beer, wine and liquor as defined by the statutes of the state.~~

~~All beverage license establishment means bars, fraternal organizations and private clubs within the city limits authorized to sell for on-premises consumption any beer, wine and/or liquor.~~

~~(Code 1981, § 5.10.010; Ord. No. 854, § 1, 10-23-79)~~

~~State Law reference — Definitions, MCA 16-1-106.~~

~~Sec. 3-27. Penalty for violation of article.~~

~~(a) Except as otherwise specified, any person who violates the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed \$500.00 or by imprisonment for a term not to exceed six months, or both. (b) Each day of failure to comply with the provisions of this article shall constitute a separate offense.~~

~~(Code 1981, § 5.10.110)~~

~~State Law reference — Penalty for violation, MCA 16-6-314.~~

~~Sec. 3-28. License required.~~

~~It shall be unlawful for any person to whom a retail license has been or may hereafter be issued by the state department of revenue under the Montana Alcoholic Beverage Code~~

to engage in the retail sale of any alcoholic beverage within the corporate city limits without first obtaining from the city clerk a city license.

(Code 1981, § 5.10.020; Ord. No. 1219, § 11, 4-26-11)

State Law reference — City and county licenses, MCA 16-4-503.

~~Sec. 3-29. — Fees. —~~

Each licensee under the provisions of this article shall pay an annual city license fee as follows:

~~(1)For establishments doing business under an all beverage license — \$400.00 per annum.(2)For establishments doing business under a beer/wine license for on-premises consumption — \$300.00 per annum.(3)For establishments doing business under a beer license for on-premises consumption — \$200.00 per annum.(4)For business establishments doing business under a beer/wine license for off-premises consumption — \$300.00 per annum.(5)For establishments doing business under a beer license for off-premises consumption — \$200.00 per annum.(6)For business establishments doing business under a wine license — \$100.00 per annum.(7)For nationally chartered veterans organizations — \$50.00 per annum.~~
(Code 1981, § 5.10.030; Ord. No. 849, § 1, 8-14-79; Ord. No. 854, § 2, 10-23-79)

State Law reference — License and permit fees, MCA 16-4-501.

~~Sec. 3-30. — Prerequisites for obtaining license. —~~

~~(a)No person shall be entitled to a city beer license under this article unless such person shall have, in respect to the same premises for which a license under this article is sought, a subsisting state license issued under the Montana Alcoholic Beverage Code.(b)No person shall be entitled to a city liquor license unless such person shall have, in respect to the same premises for which a license under this article is sought, a subsisting state all beverages license or special permit issued under the laws of the state and a subsisting city beer license issued under the ordinances of the city.~~
(Code 1981, § 5.10.040)

~~Sec. 3-31. — Application for beer license. —~~

~~Prior to the issuance of a city beer license, the applicant shall present to the city treasurer an application for a city license to sell beer at retail, subject to the provisions of the Montana Alcoholic Beverage Code and the ordinances of the city. Such application shall be accompanied with the appropriate license fee as provided by this article and satisfactory evidence that the applicant holds a subsisting state license as required by this article.~~

(Code 1981, § 5.10.050; Ord. No. 1219, § 12, 4-26-11)

State Law reference — Beer and wine license, MCA 16-4-101 et seq.

~~Sec. 3-32. Application form.——~~

~~The application shall be on an official form to be furnished by the city clerk and shall specify the location by street and number where the business is to be conducted, and the name, age, residence and duration of such residence of the applicant; and if the business is a partnership such information shall be set forth for each and every partner conducting the business. If the business is a fraternal organization, such fact shall be set forth in the application.~~

~~(Code 1981, § 5.10.060; Ord. No. 1219, § 13, 4-26-11)~~

~~Sec. 3-33. Issuance.~~

~~Upon the filing of the application and payment of the required license fee as provided by this article, the city treasurer shall deliver such application to the city clerk. The city clerk shall then issue and deliver to the applicant a city beer license to conduct business at the premises specified on the application and for which the applicant owns and holds a subsisting state license; provided that the city clerk may hold the application until the next regular meeting of the city council, at which time the city clerk shall submit the application to the council. The council shall either grant or deny a license to the applicant and shall direct the city clerk accordingly. Such granting or denial of the license shall be based on the best interests of the city as determined by the council. If the license is denied, the license fee and all documents filed by the applicant, other than the application itself, shall be returned to the applicant.~~

~~(Code 1981, § 5.10.070; Ord. No. 1219, § 14, 4-26-11)~~

~~Sec. 3-34. Contents.——~~

~~Every license issued under this article shall set forth the name of the person to whom the license is issued, the location by street and number of the premises where the business is to be carried on under the license, and the number and expiration date of all current licenses issued to such person by the state under the Montana Alcoholic Beverage Code. If the business is a partnership, the license shall set forth the names of all partners conducting the business. Such license shall be signed by the licensee and shall not be transferable, except as otherwise provided in this article.~~

~~(Code 1981, § 5.10.080)~~

~~Sec. 3-35. Transfer.~~

~~(a) Any license issued pursuant to this article shall not be transferable. Every such license is separate and distinct, and no person except the licensee named therein shall exercise any of the privileges granted thereunder. All such licenses are applicable only to the premises for which they are issued, except that a transfer of any such license may be made pursuant to a written application to the city council, which shall be accompanied by satisfactory evidence of the consent of the state department of revenue to the transfer of the state license. (b) Whenever any licensee shall transfer a state license issued under the Montana Alcoholic Beverage Code, the transferee shall not sell any~~

alcoholic beverage at retail without first procuring a transfer of the city license. No charge shall be required for such change.
(Code 1981, § 5.10.090)

State Law reference — Beer and wine license transfers, MCA 16-4-106; transfer of license by catering establishment, MCA 16-4-204.

Sec. 3-36. — Persons exempt from obtaining license. —
Nothing in this article shall be deemed to apply to those persons engaged in the sale of alcoholic beverages:

(1) At any state liquor store. (2) In any common carrier serving its passengers in aircraft over or railroad cars in the city.
(Code 1981, § 5.10.100)

State Law reference — Passenger carrier license, MCA 16-4-302.

Section 2. Section 6-26 is hereby amended to read as follows:

Chapter 6 - BUSINESSES AND BUSINESS REGULATIONS

...

ARTICLE II. - BUSINESS LICENSES GENERALLY

...

Sec. 6-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any trade, profession or occupation that occupies the time, attention and labor of a person for the purpose of a livelihood or a profit.

License means a license issued by the city to a qualified person and under which it shall be lawful for the licensee to operate the licensed business within the limitations set forth in this article, and shall exclude any business where the original issuer of said license is the State of Montana, as set forth in MCA 7-1-111(26).

Licensee means the person to whom a license is issued.

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

Said Ordinance read and put on its passage this 13th day of June, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 27th day of June, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4509

A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND TODD NEIFFER AND ELIZABETH NEIFFER, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City has advertised and solicited bids in accordance with City policy and State law, for the lease of the following City owned real property located in Custer County, Montana, to wit:

Legal Description: Lots 6 and 7 of Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 50,000 square feet, more or less;

AND WHEREAS, Todd Neiffer and Elizabeth Neiffer were the sole bidders for said leasehold, and the City desires to enter into a lease with said bidders;

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

The City Council hereby authorizes and approves the terms and condition of the Lease Agreement between the City of Miles City, and Todd Neiffer and Elizabeth Neiffer attached hereto as Exhibit "A", which is made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

CITY PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana, 59301, hereinafter referred to as the "**CITY**" and Todd Neiffer and Elizabeth Neiffer, as joint tenants with rights of survivorship, of 16 N. Prairie Avenue, Miles City, Montana, 59301, hereinafter referred to as "**TENANTS**".

RECITALS:

WHEREAS the CITY owns certain real property located in the "Industrial Site" west of the City of Miles City, Custer County, Montana, more particularly described as follows:

Lots 6 & 7 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 25,000 square feet each lot, for a total of 50,000 square feet, more or less;

AND WHEREAS it is the desire of TENANTS to lease the above-described Leasehold for a term of five (5) years, subject to the option to renew as hereinafter provided;

AND WHEREAS the CITY is agreeable to providing such five-year term lease, together with the option to renew for an additional five-year term, upon the Leasehold under the following terms and conditions.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANTS, does hereby demise, lease, and let unto TENANTS the real property located in the Industrial Site and more particularly described as follows:

Lots 6 & 7 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 50,000 square feet, more or less, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2023 and expiring at midnight on June 30, 2028, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

III. RENTAL

The annual rental for the initial lease term described in Section II. shall be in accordance with the rates established by the CITY, as follows:

Lots 6 & 7 of Tract "E" of the Industrial Site, containing 50,000 square feet @ \$0.020 per square foot per year, for a total rental of one thousand and 0/100 dollars (\$1,000) for the first year of the initial lease term. Payment for the first year of this agreement shall be paid upon contract execution date.

Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2024 through June 30, 2028.

THE FOLLOWING SECTION IS SUBJECT TO THE RECOMMENDATION OF THE FINANCE COMMITTEE AND THE WILL OF THE CITY COUNCIL (this sentence to be removed after approval):

IV. OPTION TO RENEW.

Following the "INITIAL TERM", this agreement shall automatically renew for a period not to exceed five (5) years upon the same terms and conditions herein unless the CITY or TENANTS give to the other party written notice of cancellation of said agreement not less than thirty (30) days prior to the expiration of the initial or any renewal term. Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council.

V. RESPONSIBILITIES OF THE TENANTS

TENANTS hereby acknowledge, covenant and agree as follows:

A. Purpose.

TENANTS desire to lease the premises described above for the following general purposes:

The pasturing of livestock, primarily horses.

TENANTS agree to use the premises for the stated purpose and the stated purpose only, and covenant that TENANTS will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous due to fire or otherwise.

B. Compliance with Laws.

TENANTS shall abide by all local, state and federal rules, regulations and laws respecting the use of real property, pesticides, soil erosion, hazardous materials, and chemicals and farming practices.

C. Independent Investigation.

TENANTS acknowledge that they have carefully examined and inspected the premises and improvements and are fully familiar and acquainted therewith, and agree to accept the same in their present conditions, and that they are not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANTS agree to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. TENANTS shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. TENANTS shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

TENANTS shall maintain the property with good husbandry and in good farmer-like manner consistent with the prevailing standards for Custer County, Montana. TENANTS will take all necessary steps to ensure proper weed control for all property subject to this lease. Fences and other improvements will be maintained in good condition.

CITY may require that TENANTS screen any condition which the CITY determines, in the CITY'S absolute and sole discretion, constitutes a public nuisance or unsightly condition, using fencing or other method as may be approved by the CITY.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANTS shall remove any improvements located on the leasehold and shall restore, at TENANTS' expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANTS with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANTS fails to remove such improvements

within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANTS or (2) may retain all such improvements as property of CITY without compensation to TENANTS. Provided, however, that upon termination of the Lease, TENANTS, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANTS to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' written notice and during normal business hours, in order to inspect and determine whether TENANTS comply with the terms of this Agreement.

G. Utilities.

TENANTS agree to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANTS shall pay any and all taxes and assessments which may be lawfully levied against TENANTS' occupancy or use of the premises or any improvements thereon as a result of TENANTS' occupancy.

I. Indemnification.

TENANTS shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANTS, its agents, employees or customers, and TENANTS hereby agree to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANTS agree to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. T TENANT further agrees to carry minimum liability insurance in the amount of SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANTS shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANTS warrant and agree to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANTS shall comply with all local, state and federal environmental laws and regulations.

TENANTS agree to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANTS, their agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

TENANTS shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANTS agree to comply with the Americans with Disabilities Act as the same may apply to TENANTS.

M. Non-Discrimination.

TENANTS hereby agree that the premises will not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANTS shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANTS from its obligations under this Lease.

VII. DEFAULT

If TENANTS shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANTS fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANTS all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may re-let the premises for the remainder of TENANTS' term for the highest rent obtainable and may recover from TENANTS any deficiency between the amount so obtained and the rent due hereunder from TENANTS. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANTS commence and diligently pursue a cure of such default promptly within the initial thirty (30) day cure period, then TENANTS shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete when deposited in a United States Post Office addressed to the TENANTS with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANTS in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
MAYOR

ATTEST:

CITY CLERK

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Hollowell in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

TENANTS:

Elizabeth Neiffer

Todd Neiffer

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Elizabeth Neiffer and Todd Neiffer, who executed the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ /

(NOTARIAL SEAL)

DRAFT

RESOLUTION NO. 4510

A RESOLUTION TO CORRECT LEGAL DESCRIPTIONS IN RESOLUTION NO. 4118 AND RESOLUTION NO. 4119, TO AGREE TO RENEW A LEASE AGREEMENT WITH THE ASSIGNED TENANT IN THE ASSIGNED TENANT'S NAME, AND TO APPROVE A NEW LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND CENTER AG SUPPLY, LLC, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City approved a lease agreement as an extension of a previous lease agreement between the City of Miles City and Linda L. Larsen by Resolution No. 4118 in December 2017, which included an erroneous legal description of the leasehold;

AND WHEREAS, the City of Miles City approved an assignment of the Linda L. Larsen leasehold to Center Ag Supply, LLC by Resolution No. 4119 in December 2017, which also included an erroneous legal description of the leasehold;

AND WHEREAS, the erroneous legal descriptions in Resolution No. 4118 and Resolution No. 4119, and associated lease agreement and assignment created an overlap in the stated lot descriptions between another lease and what is now the Center Ag Supply, LLC lease, and also left portions of the Center Ag Supply, LLC lease unassigned per the legal descriptions;

AND WHEREAS, the City of Miles City is correcting the legal description for the Center Ag Supply, LLC leasehold and associated City resolutions;

AND WHEREAS, the correct legal description of the Center Ag Supply, LLC leasehold is as follows:

Legal Description: Lot 3 and the East ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City in Custer County, Montana;

AND WHEREAS, the applicable lease agreement's initial 5-year lease term is set to expire on June 30, 2023, and Center Ag Supply, LLC has provided notice to the City of the intent to exercise the option to renew the lease the first of a maximum four times, for a five-year period;

AND WHEREAS, Center Ag Supply, LLC has requested a new lease agreement between the City and Center Ag Supply, LLC instead of between the City and Linda L. Larsen because the lease was assigned to Center Ag Supply, LLC, which owns the improvements on the leasehold;

AND WHEREAS, to correct the legal description for said leasehold and approve of Center Ag Supply's above-stated requests, the City Council for Miles City has agreed to approve a new lease agreement by resolution;

AND WHEREAS, in 2019, a Retracement Certificate of Survey (COS) was completed for the City of Miles City and recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001, and said COS provides more recent sizes of the leasehold than

previous information used for City lease administration, and the new lease rates shall be based on the size of the leasehold stated on that COS, in accordance with Resolution No. 4124.

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

The City Council hereby authorizes and approves the terms and conditions of the Lease Agreement between the City of Miles City and Center Ag Supply, LLC, attached hereto as Exhibit "A", which is made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

CITY PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana, 59301, hereinafter referred to as the "**CITY**" and **CENTER AG SUPPLY, LLC**, PO Box 1094, Miles City, Montana, 59301, hereinafter referred to as "**TENANT**".

RECITALS:

WHEREAS the CITY owns certain real property located in the "Industrial Site" west of the City of Miles City, Custer County, Montana, more particularly described as follows:

Lot 3 and the East ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City in Custer County, Montana, containing approximately 42,005 square feet, more or less, as evidenced by a Certificate of Survey recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001;

AND WHEREAS it is the desire of TENANT to renew the above-described Leasehold for a term of five (5) years, subject to the options to renew as hereinafter provided;

AND WHEREAS the CITY is agreeable to providing such five-year term lease, together with options to renew this lease again a maximum of three (3) additional times, for renewal periods of (5) years each, upon the Leasehold under the following terms and conditions.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in the Industrial Site and more particularly described as follows:

Lot 3 and the East ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City in Custer County, Montana, containing approximately 42,005 square feet, more or less, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2023 and expiring at midnight on June 30, 2028, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

III. RENTAL

The annual rental for the initial lease term described in Section II. shall be in accordance with the rates established by the CITY, as follows:

Lot 3 and the East ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City, containing approximately 42,005 square feet, more or less, @ \$0.025 per square foot per year, for a total rental of one-thousand, fifty and 13/100 dollars (\$1,050.13) for the first year of the initial lease term. Payment for the first year of this agreement shall be paid upon contract execution date.

Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2024 through June 30, 2028.

THE FOLLOWING SECTION IS SUBJECT TO THE RECOMMENDATION OF THE FINANCE COMMITTEE AND THE WILL OF THE CITY COUNCIL (this sentence to be removed after approval):

IV. OPTION TO RENEW.

FOLLOWING the "INITIAL LEASE TERM", TENANT shall have options to renew this lease again a maximum of three (3) additional times, for renewal periods of (5) years each. TENANT shall provide notice to the CITY of TENANT'S intent to renew not more than 90 days and not less than 30 days prior to the expiration of the initial or renewal term. Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council.

V. RESPONSIBILITIES OF THE TENANT

TENANT hereby acknowledges, covenants and agrees as follows:

A. Purpose.

TENANT desires to lease the premises described above for the following general purposes:

- 1) *Sublet property to BNSF Railway Company, a commercial entity; OR*

- 2) *To be used by Tenant's small business enterprise, being sales and services of liquid livestock feed and other ranch and farm products.*

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that TENANT will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous due to fire or otherwise.

B. Compliance with Laws.

TENANT shall abide by all local, state and federal rules, regulations and laws respecting the use of real property, pesticides, soil erosion, hazardous materials, and chemicals and farming practices.

C. Independent Investigation.

TENANT acknowledges that the TENANT has carefully examined and inspected the premises and improvements and is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that TENANT is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. TENANT shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. TENANT shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

TENANT will take all necessary steps to ensure proper weed control for all property subject to this lease. Fences and other improvements will be maintained in good condition.

CITY may require that TENANT screen any condition which the CITY determines, in the CITY'S absolute and sole discretion, constitutes a public nuisance or unsightly condition, using fencing or other method as may be approved by the CITY.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at

TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' written notice and during normal business hours, in order to inspect and determine whether TENANT comply with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default

hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, TENANT'S agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

Optional term, if applicable (remove if not adopted): Should the occupancy involve activities that include hazardous materials, the City may require the TENANT to store those materials in a separate containment unit in accordance with local building and fire codes.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises will not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT fails to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete when deposited in a United States Post Office addressed to the TENANT with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
MAYOR

ATTEST:

CITY CLERK

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Hollowell in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

TENANT:

Center Ag Supply, LLC by Jeremy Kueffler,
Managing Member

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ___ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeremy Kueffler, who executed the within instrument and acknowledged to me that he executed the same on behalf of Center Ag Supply, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ___ / ___ /

(NOTARIAL SEAL)

DRAFT

RESOLUTION NO. 4511

A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND DAVID P. JERREL, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City currently leases to Ray (Raymond) and Peg (Peggy) Jerrel certain real property located in Custer County, Montanan, to wit:

Legal Description: Lots 13, 22, and 23 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County. The leasehold contains approximately 73,184 square feet, more or less, as evidenced by a Certificate of Survey recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001;

AND WHEREAS, Raymond and Peggy Jerrel are deceased, and David P. Jerrel has been named personal representative of the estates of the deceased;

AND WHEREAS, David P. Jerrel, personal representative of the estates of Raymond and Peggy Jerrel, is requesting a new lease agreement for the leasehold and to transfer the lease to his name;

AND WHEREAS, the estate(s) (through David P. Jerrel, as personal representative and estate beneficiary) represents that the tenant owns substantial permanent improvements upon said leasehold, including a 2,400 square foot warehouse building and a 4,260 square foot warehouse building used for operation of a trucking and truck repair and feed supply company, and David P. Jerrel desires to lease said property at the current lease rates adopted by the City of Miles City, as authorized by Resolution 4100 regarding leaseholds upon which tenants own substantial permanent improvements.

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

The City Council hereby authorizes and approves the terms and conditions of the Lease Agreement between the City of Miles City and David P. Jerrel attached hereto as Exhibit "A", which is made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

CITY PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana, 59301, hereinafter referred to as the "**CITY**" and **David P. Jerrel**, PO Box 429, Miles City, Montana, 59301, hereinafter referred to as "**TENANT**".

RECITALS:

WHEREAS the CITY owns certain real property located in the "Industrial Site" west of the City of Miles City, Custer County, Montana, more particularly described as follows:

Lots 13, 22, and 23 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 73,184 square feet, more or less, as evidenced by a Certificate of Survey recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001;

AND WHEREAS it is the desire of TENANT to lease the above-described Leasehold for a term of five (5) years, subject to the option to renew as hereinafter provided;

AND WHEREAS the CITY is agreeable to providing such five-year term lease, together with the option to renew for an additional five-year term, upon the Leasehold under the following terms and conditions.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in the Industrial Site and more particularly described as follows:

Lots 13, 22, and 23 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 73,184 square feet, more or less, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2023 and expiring at midnight on June 30, 2028, hereinafter, “*the initial lease term*”, subject to the option to renew this lease as provided for in Article IV of this lease.

III. RENTAL

The annual rental for the initial lease term described in Section II. shall be in accordance with the rates established by the CITY, as follows:

Lots 13, 22, and 23 of Tract “E” of the Industrial Site, containing approximately 73,184 square feet @ \$0.020 per square foot per year, for a total rental of one-thousand, four-hundred and sixty-three and 68/100 dollars (\$1,463.68) for the first year of the initial lease term. Payment for the first year of this agreement shall be paid upon contract execution date.

Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2024 through June 30, 2028.

THE FOLLOWING SECTION IS SUBJECT TO THE RECOMMENDATION OF THE FINANCE COMMITTEE AND THE WILL OF THE CITY COUNCIL (this sentence to be removed after approval):

IV. OPTION TO RENEW.

Following the “INITIAL TERM”, this agreement shall automatically renew for a one-time period not to exceed five (5) years upon the same terms and conditions herein unless the CITY or TENANT give to the other party written notice of cancellation of said agreement not less than thirty (30) days prior to the expiration of the initial or any renewal term. Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council.

V. RESPONSIBILITIES OF THE TENANT

TENANT hereby acknowledges, covenants and agrees as follows:

A. Purpose.

TENANT desires to lease the premises described above for the following general purposes:

Operation of a trucking and truck repair and feed supply company.

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that TENANT will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous due to fire or otherwise.

B. Compliance with Laws.

TENANT shall abide by all local, state and federal rules, regulations and laws respecting the use of real property, pesticides, soil erosion, hazardous materials, and chemicals and farming practices.

C. Independent Investigation.

TENANT acknowledges that the TENANT has carefully examined and inspected the premises and improvements and is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that TENANT is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. TENANT shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. TENANT shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

TENANT will take all necessary steps to ensure proper weed control for all property subject to this lease. Fences and other improvements will be maintained in good condition.

CITY may require that TENANT screen any condition which the CITY determines, in the CITY'S absolute and sole discretion, constitutes a public nuisance or unsightly condition, using fencing or other method as may be approved by the CITY.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such

sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' written notice and during normal business hours, in order to inspect and determine whether TENANT comply with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, TENANT'S agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

***Optional term, if applicable (remove if not adopted):** Should the occupancy involve activities that include hazardous materials, the City may require the TENANT to store those materials in a separate containment unit in accordance with local building and fire codes.*

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises will not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT fails to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete

when deposited in a United States Post Office addressed to the TENANT with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
MAYOR

ATTEST:

CITY CLERK

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Hollowell in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

TENANT:

David P. Jerrel

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David P. Jerrel, who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

DRAFT

RESOLUTION NO. 4512

A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND HUGO MUGGLI INC., FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City leases certain real property to Hugo Muggli Inc., a Montana company, hereinafter referred to as "Tenant", said property located in Custer County, Montanan, to wit:

Legal Description: Lot 1 and the West ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 40,447 square feet, more or less, as evidenced by a Certificate of Survey recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001;

AND WHEREAS, Tenant owns substantial permanent improvements upon said leasehold, including a 4,800 square foot warehouse building used as a welding and repair shop, and desires to continue leasing said property at the current lease rates adopted by the City of Miles City, as authorized by Resolution 4100 regarding leaseholds upon which tenants own substantial permanent improvements.

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

The City Council hereby authorizes and approves the terms and conditions of the Lease Agreement between the City of Miles City and Hugo Muggli Inc. attached hereto as Exhibit "A", which is made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

CITY PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana, 59301, hereinafter referred to as the "**CITY**" and **Hugo Muggli Inc.**, a Montana company, of 558 Tongue River Road, Miles City, Montana, 59301, hereinafter referred to as "**TENANT**".

RECITALS:

WHEREAS the CITY owns certain real property located in the "Industrial Site" west of the City of Miles City, Custer County, Montana, more particularly described as follows:

Lot 1 and the West ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 40,447 square feet, more or less, as evidenced by a Certificate of Survey recorded at the Custer County Clerk & Recorder's Office in Envelope #570B, Document #172001;

AND WHEREAS it is the desire of TENANT to lease the above-described Leasehold for a term of five (5) years, subject to the option to renew as hereinafter provided;

AND WHEREAS the CITY is agreeable to providing such five-year term lease, together with the option to renew for an additional five-year term, upon the Leasehold under the following terms and conditions.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in the Industrial Site and more particularly described as follows:

Lot 1 and the West ½ of Lot 2 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 40,447 square feet, more or less, hereinafter "*Leasehold*".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2023 and expiring at midnight on June 30, 2028, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

III. RENTAL

The annual rental for the initial lease term described in Section II. shall be in accordance with the rates established by the CITY, as follows:

Lot 1 and the West ½ of Lot 2 of Tract “E” of the Industrial Site, containing approximately 40,447 square feet @ \$0.020 per square foot per year, for a total rental of eight hundred and eight and 94/100 dollars (\$808.94) for the first year of the initial lease term. Payment for the first year of this agreement shall be paid upon contract execution date.

Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2024 through June 30, 2028.

THE FOLLOWING SECTION IS SUBJECT TO THE RECOMMENDATION OF THE FINANCE COMMITTEE AND THE WILL OF THE CITY COUNCIL (this sentence to be removed after approval):

IV. OPTION TO RENEW.

Following the “INITIAL TERM”, this agreement shall automatically renew for a one-time period not to exceed five (5) years upon the same terms and conditions herein unless the CITY or TENANT give to the other party written notice of cancellation of said agreement not less than thirty (30) days prior to the expiration of the initial or any renewal term. Rental rates at each payment period shall be at the standard rates set by resolution adopted by City Council.

V. RESPONSIBILITIES OF THE TENANT

TENANT hereby acknowledges, covenants and agrees as follows:

A. Purpose.

TENANT desires to lease the premises described above for the following general purposes:

Operation of a welding and repair shop, personal farm equipment repair, and personal auto repair and storage.

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that TENANT will not use or occupy said premises, or allow the same to

be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous due to fire or otherwise.

B. Compliance with Laws.

TENANT shall abide by all local, state and federal rules, regulations and laws respecting the use of real property, pesticides, soil erosion, hazardous materials, and chemicals and farming practices.

C. Independent Investigation.

TENANT acknowledges that the TENANT has carefully examined and inspected the premises and improvements and is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that TENANT is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. TENANT shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. TENANT shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

TENANT will take all necessary steps to ensure proper weed control for all property subject to this lease. Fences and other improvements will be maintained in good condition.

CITY may require that TENANT screen any condition which the CITY determines, in the CITY'S absolute and sole discretion, constitutes a public nuisance or unsightly condition, using fencing or other method as may be approved by the CITY.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the

improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' written notice and during normal business hours, in order to inspect and determine whether TENANT comply with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, TENANT'S agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

Optional term, if applicable (remove if not adopted): Should the occupancy involve activities that include hazardous materials, the City may require the TENANT to store those materials in a separate containment unit in accordance with local building and fire codes.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises will not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT fails to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete when deposited in a United States Post Office addressed to the TENANT with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorneys Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
MAYOR

ATTEST:

CITY CLERK

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Hollowell in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

TENANT:

Dustin Muggli, (title), Hugo Muggli Inc.

Leonard Muggli (title), Hugo Muggli Inc.

STATE OF MONTANA)
) ss
COUNTY OF CUSTER)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dustin Muggli and Leonard Muggli, who executed the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Signature of Notary Public
Residing at Miles City, Montana
My Commission expires: ____ / ____ / ____

(NOTARIAL SEAL)

DRAFT

RESOLUTION NO. 4513

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 mail ballot City election be held on November 7th, 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

November 7th, 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 June 13th, 2023, a mail ballot election of the registered voters of the City will be held on November 7th, 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 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: September 30, 2023
 October 14, 2023
 October 28, 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
November 7th, 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/Ambulance Station on City-owned property located at 2800 Main in Miles City, Montana in order to maintain and improve emergency fire and ambulance response to citizens of Miles City; 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 August 30th, 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 13th day of June, 2023.

CITY COUNCIL
Miles City, Montana

By: _____
Mayor

Attested

City Clerk

RESOLUTION NO. 4514

A RESOLUTION AUTHORIZING AMBULANCE BILLING SERVICE AGREEMENT BETWEEN THE CITY OF MILES CITY AND PINTLER BILLING SERVICES, LLC.

WHEREAS, the City of Miles City wishes to engage Pintler Billing Services, LLC to provide ambulance billing services on behalf of the City of Miles City;

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

1. That the “Agreement for Billing Services” between the City and Pintler Billing Services, LLC, attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF JUNE, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Pintler Billing Services, LLC
P O Box 2458 ~ Eureka, MT 59917
(406) 297-1627 office ~ (866) 340-2505 office
(855) 574-5392 fax
www.pintlerbillingservices.com

AGREEMENT for BILLING SERVICES

THIS AGREEMENT is made by and between Pintler Billing Services (Billing Company), and City of Miles City (Client), on this 13th day of June, 2023 and effective on the date of signing.

WHEREAS Billing Company agrees to provide to Client and Client agrees to purchase from Billing Company upon the terms and conditions in accordance with the schedule and other provisions stated herein,

AND WHEREAS this Agreement supersedes and replaces in full any previous agreement between these parties pertaining to the matters addressed in this Agreement. Billing Company and Client agree to the following:

ASSURANCES:

- **Compliance.** The parties intend to comply fully with all applicable state and Federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules. Billing Company and Client will each be responsible for monitoring and ensuring its own compliance with all applicable state and Federal laws and regulations governing their respective activities pertinent to this Agreement. Client accepts responsibility for knowledge of applicable regulations and laws, and further warrants that patient care provided and activities performed by Client are compliant with all applicable Federal and state laws and regulations. Billing Company accepts only responsibility for knowledge of regulations and applicable laws as they apply to Billing Company activities, and assures Client that Billing Company will maintain the highest level of compliance possible through continued training and education of its staff, and certification of at least one staff member as a Certified Ambulance Compliance Officer (CACO) through the National Academy of Ambulance Compliance (NAAC). Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.
- **No Responsibility for Other Party's Compliance.** Neither party is responsible for the compliance of the other party with Federal and state laws and regulations applicable to that other party. Each party accepts full responsibility for compliance with all requirements that apply to that party and to the possible repercussions for failing to satisfy those requirements.
- **Exclusive Agreement.** Client warrants to Billing Company that this Agreement is and shall be the exclusive agreement for Client's EMS billing during the term of this Agreement.

CLIENTS:

- **Delivery of Documents and Information for Billing.** Client will provide Billing Company with all information and documents needed by Billing Company to make billing decisions and bill claims for Client. Client shall do this by providing access to electronic PCR software, and assigning trip reports to Billing Company *at least weekly* unless other arrangements have been

made and both parties have agreed upon a change in delivery arrangements. Client shall provide Billing Company with true and accurate billing information, including, but not limited to: patient demographic information, completed signature forms as required by law, complete documentation of services provided, changes in crew members or their licensure, payments and insurance remittance received, referral or authorization numbers and/or documents, and/or other necessary medical documentation. Client also agrees to provide Billing Company with any new/updated information within one week of receipt of such information. Client warrants that all information provided to Billing Company for billing purposes will be true and accurate to the best of its knowledge. Client will keep original documents and provide Billing Company with clear copies in either paper or electronic form. All documents provided to Billing Company will become the sole property of Billing Company except, upon termination of this Agreement, any protected health information provided to Billing Company by Client or created by Billing Company on behalf of Client shall be handled as provided in the Business Associate Agreement between the parties.

- **PCR Responsibilities:** Client agrees that the sole responsibility for maintenance of the relationship with its ePCR vendor, including subscription, passwords, and administration, belongs to Client. Assignment to Billing Company by Client within electronic PCR software shall constitute delivery of information to Billing Company. Client agrees to provide access to its ePCRs through the electronic PCR software to Billing Company, and agrees that a lapse in the access or subscription to the electronic PCR software shall void Billing Company duties to retrieve billing information. Client remains the custodian of the PCR and medical records, though Billing Company shall retain a copy for billing documentation and support. All requests by third parties for medical records shall be directed to Client for fulfillment, with the exception of records requests for purposes of treatment or payment by receiving hospitals and responsible payers, including insurance companies, which may be handled by Billing Company. Routine records requests required to facilitate payment will be handled by Billing Company.
- **Claims Processing and Follow-up.** Billing Company will process Client's trip reports and submit insurance claims, electronically or on paper (as required by payer), to insurance carriers as soon as possible upon receipt of billing information but never more than five (5) days after billing information is received by Billing Company from Client, provided the billing information is complete upon receipt as detailed above and is received from Client on a regular schedule of at least weekly. Client will respond to requests for clarification or information regarding PCR's as soon as possible, but never more than five (5) days after the request is received. Billing Company will bill patients monthly for co-payments or private payments due to Client. Billing Company will track claims submitted and any delinquent claims will be pursued by Billing Company. Billing Company will generate aging reports monthly and will investigate past due claims and patient account issues. Payment plans for patients, if established by Client policy, will be tracked by Billing Company and delinquent patient accounts will be tracked for consideration of referral to an outside agency for collection action. At the direction of Client, Billing Company will negotiate payment plans with patients and/or supply patients with a financial hardship waiver request form. Past due accounts will be sent by Billing Company to Centron Services, a Montana collections agency (or agency selected by Client), at the direction of Client.
- **Monthly Reports.** Billing Company will generate monthly reports detailing activity related to claims and patient billing, including: aging, total revenue, total charges, patients receiving statements, and any other matters agreed upon between Client and Billing Company.
- **Patient and Client Staff Questions.** Billing Company will provide a telephone number for questions and inquiries from patients and staff of Client. All questions from patients and staff of Client will be answered by Billing Company immediately when possible, but never longer than

one business day after receipt. Billing Company will provide unlimited assistance via email or phone to Client crew and managers regarding completion of transition from previous Billing Company, specific trip report documentation and completion questions, and general questions regarding any aspect of Billing Company services for Client.

- ***Patient Benefits, Prior Authorization and Referrals.*** Billing Company will perform verification of patient benefits for Client upon receipt of complete patient insurance and demographic information. Client will be responsible for prior authorizations and/or referral procurement where required prior to transport, although Billing Company shall inform and educate Client of requirements for authorizations and referrals whenever possible. Billing Company is not responsible for denied claims, including but not limited to any denials due to policy exclusions, benefit limits, or insurance company decisions.
- ***Refund Requests and Refunds.*** Billing Company will investigate and, as necessary, dispute any refund requests by insurance companies made to Client. In the event that a refund is due, Client agrees to pay the refund amount to the insurance company, patient, or other party to whom the refund is due within the time frame required by law. If there is a refund paid by Client, Billing Company will then refund to Client the amount corresponding to the percentage billed by Billing Company of the amount collected by Client that it subsequently refunded.
- ***Processing and Reporting of Claim Payments.*** Billing Company will provide a PO Box as a payment address for remittance of physical payments. Billing Company will collect mail from the PO Box daily and payments received for Client will be deposited in Client's account biweekly. Client will provide deposit slips and a deposit stamp to Billing Company, and Billing Company will deposit payments physically or via US Mail depending on bank location of Client. A detailed report of all deposit items will be sent via secure web portal by Billing Company to the Client office for reference and archival purposes. At the request of Client, a separate notification will be sent by Billing Company to any County Treasurer's office, bookkeeper's office, or other individual or entity designated by Client.
- ***Assistance in Updating Enrollment Information and Address Changes.*** Billing Company will provide assistance to Client in updating enrollment information pertaining to Billing Company with Medicare, Medicaid, BlueCross BlueShield, and other major insurance carriers. Billing Company will also notify payers of address changes as necessary. Billing Company will also provide assistance with enrollment in EFT (and associated ERA) processes with payers as available.
- ***Back-up Procedures.*** Billing Company will maintain electronic copies of all software, billing programs, and billing records offsite in a HIPAA-compliant manner. Billing Company will contract with a third-party storage company or companies to use state-of-the-art systems for data preservation and, if necessary, restoration of systems.
- ***Training.*** Within the first (30) thirty days of the contract period Billing Company will provide and Client will attend two initial training sessions; one session will provide documentation and billing direction for Client crews (may be recorded for later viewing), and one session for management personnel to review billing best practices. One additional live session per year (on-site or virtual) focused on documentation training for Client's crews and other designated staff is included at no additional charge. Additional FAQ and videos will be available on demand from Billing Company.

CHARGES AND FEES:

- ***Charges and Payments for Clients.*** Client agrees to pay Billing Company for herein described services at a rate of 8% of the amount received by Client from all revenue it receives as a result of Billing Company efforts. Billing Company will provide Client with a monthly statement and monthly reports detailing all transactions that occurred during the previous month. Billing Company will invoice Client at the beginning of each month for claim payments received during the previous month. Payment will be due within ten (10) days of Client's receipt of the invoice.
- ***Clearinghouse Subscription and Patient Statement Costs.*** Client will also be responsible for the cost of the clearinghouse subscription and sending patient statements. These charges may not exceed \$33/month and \$1.50 per patient statement per month respectively.
- ***Start-up Fee.*** Client will be responsible for a one-time start-up fee of **\$500.00** payable with payment of first invoice.
- ***Monthly Statements of Transactions, Costs and Charges.*** Billing Company will describe the aforementioned costs, and any selected Optional Clients and their costs in a detailed monthly statement identifying each transaction to allow for exact reconciliation. Costs may not exceed reasonable and necessary costs for processing claims and procuring payment for Client.
- ***Suspension of Billing for Non-payment of Fees.*** Client agrees to pay Billing Company within ten (10) working days from date of invoice. Billing Company reserves the right to suspend billing for consistent non-payment or untimely payment by Client.
- ***Changes to the Agreement.*** Billing Company and Client shall retain the right to review and possibly negotiate different terms of this Agreement as circumstances dictate. Any changes to the rate for the Clients provided by Billing Company will be addressed in an addendum to this Agreement. Billing Company reserves the right to alter the rate of compensation for its Clients upon submission of sixty (60) days prior written notice to Client.

OPTIONAL SERVICES:

- Additional in-person or webinar trainings in compliance, compliance plan creation, and documentation shall be available to Client by Billing Company, with the rate to be negotiated at time of request. In the event that additional services are requested by Client, an addendum to this Agreement will be executed to address those additional services.

TERMS: Billing Company and Client agree that this Agreement shall be valid for **one year**, and will automatically renew annually thereafter, unless either party requests a change in writing as detailed in the Termination section.

TERMINATION: This Agreement may be canceled by Client by giving Billing Company sixty (60) days prior written notice. This Agreement may be canceled by Billing Company by giving Client sixty (60) days prior written notice. This Agreement may be canceled immediately by either party upon written notice to the other party if any intentional wrongdoing occurs which violates the terms set forth herein. Upon termination of this Agreement, the parties agree to the following:

- Client will remit immediately to Billing Company all fees owed to Billing Company.
- Billing Company will pursue payment for all services provided by Client which have already been billed.
- With respect to services provided by Client for which it has provided billing information to

Billing Company and for which Billing Company has not yet billed, Client will continue to provide necessary information pertaining to those services until all billing is completed or sixty (60) days has passed, whichever is less, unless the termination is a result of wrongdoing or failure to pay, which would result in immediate cessation of billing activities. Client shall be responsible for the billing of claims that have not been billed by Billing Company within sixty (60) days after termination of this Agreement.

- Billing Company will maintain electronic copies of all billing information for ten (10) years after termination of this Agreement. Copies of billing documents will be made available in digital form from Billing Company to Client at the request of Client upon termination of this Agreement, at a rate of \$.05 per page. Billing Company reserves the right to withhold copies of records in cases where charges and fees are not paid in full by Client.

WARRANTY: The warranty of Billing Company under this Agreement shall be limited to the re-running, at its own expense, of any inaccurate reports or claims, as errors become apparent and where inaccuracies were caused solely as a result of the performance of Billing Company.

LIMITATION OF LIABILITY: Client agrees that the foregoing warranty made by Billing Company in this Agreement is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. Client further agrees that Billing Company shall not be liable to Client or any person claiming through or under Client for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused and in no event shall Billing Company be liable for loss of business or other consequential damages even if Billing Company has been advised of the possibility of such damages. Billing Company has no liability to Client if data or records maintained by Billing Company are destroyed by fire, theft, acts of God, or other cause. In the event of a Billing Company computer system malfunction, for whatever reasons, or inability to access computer, Billing Company shall not be liable for damage to or loss of any Client data that has been entered into the computer system. However, Billing Company will use its best efforts to minimize the possibility of such damage to or loss of Client data by use of regular computer backup procedures. Client agrees to hold Billing Company harmless from any liability resulting from violations of state or Federal regulations relating to the extension of credit or handling of accounts receivable directed by policy of, or direction from, Client. Client agrees to aid in the defense of Billing Company in any such state or Federal proceeding. Billing Company certifies to Client that Billing Company will maintain a Compliance Plan for third-party medical billing company compliance with state and Federal laws and regulations and will abide by the requirements therein.

INDEMNIFICATION: Client shall hold harmless, indemnify and defend Billing Company against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, contractor, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorney's fees. Billing Company agrees to indemnify, defend and hold harmless Client and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney's fees, arising from the acts or omissions of any Billing Company agent, servant, contractor or employee and which relates to the services performed by Billing Company under this Agreement.

GENERAL: The term “this Agreement” as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Billing Company and Client. Billing Company is entitled to reasonable attorney’s fees for the enforcement of this Agreement at any stage of enforcement proceedings, including appeal. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind. This Agreement constitutes the whole contract between the parties and may be changed only by an addendum signed by both parties.

CONFIDENTIALITY: Neither Billing Company nor Client shall, during the term of this Agreement or any extension hereof, for any reason, disclose to any third party any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to audit requests, audit results, billing processes, and subscriber lists.

HIPAA BUSINESS ASSOCIATE AGREEMENT:

The Business Associate Agreement between covered entity Client and business associate Billing Company applicable to the parties under this Agreement is attached hereto as Attachment A. This Agreement is the Underlying Agreement referred to therein.

INDEPENDENT CONTRACTOR RELATIONSHIP: Billing Company and Client stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Billing Company to any entity for any debts, liabilities or obligations incurred by or on behalf of Client.

NOTIFICATION OF ACTUAL OR POTENTIAL VIOLATION OF LAW: If either party becomes aware of any actual or potential violation by the other party, whether intentional or inadvertent, of any applicable state or Federal statute or regulation, it shall promptly notify the other party.

WARRANTY OF NON-EXCLUSION FROM GOVERNMENT HEALTH CARE PROGRAMS: Each party to the Agreement represents that: (i) it is not currently excluded, or threatened with exclusion, from participating in any Federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party also agrees to notify the other of any imposed exclusions or sanctions during the term of this Agreement covered by this warranty. The notified party reserves the right to terminate the Agreement upon receipt of such notice. Client further warrants that it will check the List of Excluded Entities and Individuals (LEIE) maintained by the Office of Inspector General of the United States Department of Health and Human Client on a recurring basis and will not utilize an excluded or improperly credentialed individual on any Client that it requests Billing Company to bill. Billing Company further warrants that it will likewise review the LEIE on a recurring basis and not utilize any excluded individual to process Client claims.

PREVENTION OF PERFORMANCE: If a party’s obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party’s control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware

or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

ASSIGNMENT: This Agreement may not be assigned to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of all successors and assigns.

HEADINGS: The headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect the meaning, construction or effect of any provision of this Agreement.

NO THIRD PARTY RIGHTS: This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any patient, subscriber or other person or entity. No third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

NOTICES: Notices required to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the issuing party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier Client).

Pintler Billing Services, LLC:

Leslie Graves, President
PO Box 2458
Eureka Montana 59917
leslie@pintlerbillingservices.com

City of Miles City

GOVERNING LAW: This Agreement shall be deemed to have been made and entered into in the State of Montana and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles.

FORUM SELECTION: The Parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the District Court of Lincoln County, Montana, or the United States District Court for the District of Montana.

SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General of the United States Department of Health and Human Clients to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

AUTHORIZATION OF AGREEMENT: Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party has full power and authority to do so.

ACCEPTANCE BY:

Pintler Billing Services

City of Miles City

Authorized Signature

Authorized Signature

Leslie Graves, President _____

Print Name and Title

Print your Name and Title

Date

Date

RESOLUTION NO.

4515

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2024

WHEREAS, in the interest of economical provision of services to the citizens of Miles City and Custer County, Montana, the City of Miles City and the County of Custer desire to enter into an inter-local agreement for services for FY2023-2024, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with Custer County;

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

1. The Miles City / Custer County Inter-local Agreement for Services FY2024, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.

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

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS ____ DAY OF _____, 2023

John Hollowell, Mayor

ATTEST:

City Clerk

MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT FOR SERVICES FOR FY 2024

This AGREEMENT entered into this _____ day of June, 2023 effective the 1st day of July, 2023, by and between CUSTER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY", and the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, hereinafter referred to as "CITY".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall be in effect for a period of twenty four months, with an effective date of July 1, 2023, and terminating at midnight on June 30, 2024.

2. SCOPE OF SERVICES:

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference.

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with the most current written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana in Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only;

However, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of Two Thousand Five Hundred Ninety and no/100 Dollars (\$2590.00) payable in equal quarterly installment of, Six Hundred Forty Seven and 50/100 Dollars (\$647.50) per quarter the first installment due on September 25, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

~~Twenty-five percent (25%)~~ The County shall pay to the City a percentage of ~~of~~ the City's Net Actual Central Dispatch Cost for, FY 2024 equal to the percentage of calls for service originating outside of the City limits but within the boundaries of Custer County, said percentage to be calculated based on calls for service in the preceding fiscal year, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9- 1-1 Board (Custer/Garfield/Prairie 911 Board)

D. Animal Control Services

The City shall bill the County quarterly for Animal Control Services, provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September, 2023 and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county.

Impound Fee: \$5.00

Daily Boarding Fee: \$10.00

Euthanasia fee: \$12.00 to \$30.00 (Dependent on size).

Quarantine: \$5.00 impound fee plus \$10.00 daily. Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control

Officer: \$35.00 per hour, plus mileage based on the Federal allowance set, per Custer County Resolution at the beginning of each calendar year.

The County will compensate the City \$2000.00 Annually to ~~its~~ the City's capital improvement Fund of the Animal Control Building and Maintenance.

E. Ambulance Services

Ambulance services provided by the City, **the actual costs of 911 dispatch emergency calls** outside the City limits but within the boundaries of Custer County, will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. Fire Chief will provide quarterly reports to the Commissioners.

Actual costs are compiled based on \$165.00 per hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

The City will only bill the county \$165.00 per hour, per unit for any inmate from the County Detention to the HRH.

F. Booking Services

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for FY 2024 will be billed and payable in four quarterly payments, commencing on September 25, 2023, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.,) when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

~~The City will compensate the County, in the amount of \$2000.00 each year for Finger printing services. (Arrest and Release or ordered by the City Judge)~~

G. Sanitation Service

Environmental Health Services will be split equally between the City and Custer County after all Revenue received is deducted.

5. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES

The City's obligation to provide services hereunder is contingent upon the county having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2024, and any renewal term, to County residents who do not live within the City limits, in return for a payment from the County to the Library, of a sum satisfactory to the Board of Trustees of the Miles City Library.

6. APPROPRIATIONS:

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7. AUTHORIZATION:

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has given all notices and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8. TERMINATION:

This Agreement may be terminated after FY 2024 by either party upon ninety (90) days written notice. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

9. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party

to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: John Hollowell, Mayor
P.O. Box 910
Miles City, Montana 59301

COUNTY: Jason Strouf, Chairperson
Board of County Commissioners
Custer County Courthouse
1010 Main Street
Miles City, Montana 59301

Or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by the President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

The paragraph headings herein contained are for convenience of the parties only and do not define, limit or construe the contents of such paragraphs.

14. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and Qualifications and there may not be discrimination on the basis of race, color, religion, creed,

political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City of Miles City and by appropriate resolution of the Board of Commissioners of Custer County.

16. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The City shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for City employees utilized in performing services under this Agreement. The County shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for County employees utilized in performing services under this Agreement.

17. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of § 7-11-105 MCA are not applicable to this Inter-local Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this Agreement;

Subsection (6) in that the agreement will be administered by the Mayor for the City and the Board of Commissioners for the County and a separate Administrator or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

SIGNATURE PAGE

CITY OF MILES CITY

BY: John Hollowell, Mayor

Date: _____

Custer County Montana

BY: Jason Strouf, Commission Chair

Date: _____

BY: Jeff Faycosh, Commissioner

Date: _____

BY: Kevin Krausz, Commissioner

Date: _____

EXHIBIT "1"

SERVICES

- A. Bullard Street Lift Station
- B. Fairgrounds Water
- C. Central Dispatch Services
- D. Animal Control Services within the exterior boundaries of Custer County.
- E. Ambulance Service within the exterior boundaries of Custer County

Initialed by parties to indicate review and agreement with this Exhibit:

CUSTER COUNTY: _____
Jason Strouf, Commission Chair

DATE: _____

CITY OF MILES CITY: _____
John Hollowell

DATE: _____

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- A. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- B. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- C. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____
Jason Strouf, Commission Chair

DATE: _____

CITY OF MILES CITY: _____
John Hollowell, Mayor

DATE: _____

Claims

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 1 of 19
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
137234	-99388C	1921 MONTANA MUNICIPAL INTERLOCAL	3,750.00					
1	DR1005411 04/30/23	Deductable for Accident	3,000.00*		32761	2510 107 430220	513	101000
2	DR1005411 04/30/23		750.00*		32761	2520 108 430220	513	101000
137235	86712S	2910 TONGUE RIVER ELECTRIC	616.68					
1	05/25/23	Southgate Lighting	525.00			2450 51 430263	341	101000
2	04/24/23	Government Hill Radio Tower	47.12		32805	2850 105 420140	341	101000
3	04/23/23	Mildred Radio Tower	44.56		32805	2850 105 420140	341	101000
137236	-99380C	4019 WEX BANK	10,993.12					
1	05/30/23	FUEL	659.96		32762	1000 13 460433	231	101000
3	05/30/23	FUEL	3,020.29*		32762	2510 107 430220	231	101000
4	05/30/23	FUEL	755.07		32762	2520 108 430220	231	101000
5	05/30/23	FUEL	41.22		32762	6040 910 430220	231	101000
6	05/30/23	FUEL	76.30		32363	5210 22 430530	231	101000
7	05/30/23	FUEL	76.30		32363	5210 80 430540	231	101000
8	05/30/23	FUEL	76.30		32363	5310 33 430640	231	101000
9	05/30/23	FUEL	152.61		32363	5310 32 430690	231	101000
10	05/30/23	FUEL	1,161.23		32088	1000 7 420460	231	101000
11	05/30/23	FUEL	963.41*		32088	5510 10 420730	231	101000
12	05/30/23	FUEL	2,669.76*		32570	1000 5 420140	231	101000
13	05/30/23	FUEL	106.73*		32570	1000 21 440600	231	101000
15	05/30/23	FUEL	511.07		32710	5210 23 430550	231	101000
16	05/30/23	FUEL	511.07		32710	5310 31 430630	231	101000
17	05/30/23	FUEL	211.80*		1595	5610 87 430300	231	101000
137238	86713S	2914 TOURISM BUSINESS IMPROVEMENT	9,232.00					
1	05/30/23	TBID ~ Monthly May	9,232.00			7370 212500		101000
137239	86705S	394 BOSS INC	1,164.37					
5	548963 05/12/23	Police	141.98		32578	1000 5 420140	210	101000
8	544832 04/28/23		19.50*		32564	1000 5 420140	220	101000
9	546177 05/04/23		189.96		32574	1000 5 420140	210	101000
10	548024 05/12/23		4.50		32576	1000 5 420140	210	101000
11	547352 05/10/23		11.98*		32574	1000 5 420140	220	101000
12	548963 05/17/23		566.93		32578	1000 5 420140	210	101000
13	539041 03/31/23	Dispatch	71.59*		32193	1000 5 420160	210	101000
14	542802 04/19/23	Prosecutor	72.94*		27449	1000 4 411100	210	101000
15	544122 04/28/23	Public Works	84.99*		32754	1000 36 411020	210	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 2 of 19
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
137240	86699S	2830 STAR PRINTING & SUPPLY	486.00					
1	301881 03/13/23	Noble	199.00*		27447	1000 4 411100	214	101000
2	301881 03/13/23		167.00*		27447	1000 4 411100	214	101000
3	301881 03/13/23		75.00		27447	1000 4 411100	350	101000
4	05/25/23	Library	45.00		32210	2220 16 460100	210	101000
137241	86707S	572 VERIZON WIRELESS	568.90					
1	9934278053 05/07/23	Cell Phone Fees	248.82*		26403	1000 5 420140	220	101000
2	9934278053 05/07/23	MDT Fees	320.08		26403	2850 105 420140	345	101000
137242	-99386C	1921 MONTANA MUNICIPAL INTERLOCAL	261.46					
1	05/05/23	May Retiree Premiums	261.46			1000 362022		101000
137243	86714S	498 CENTURY LINK	3,883.68					
1	04/21/23	9-1-1 Phone System April Bill	1,941.84		32804	2850 105 420140	345	101000
2	05/21/23	May Bill	1,941.84		32804	2850 105 420140	345	101000
137244	86715S	3039 UTILITIES UNDERGROUND LOCATION	602.88					
1	3045093 05/02/23	April Locates	53.38		32706	5210 23 430550	220	101000
2	3045093 05/02/23		53.38		32706	5310 31 430630	220	101000
3	3045093 05/02/23		106.76*		32706	2510 107 430220	220	101000
4	3055094 05/31/23	May Locates	97.34		32719	5210 23 430550	220	101000
5	3055094 05/31/23		97.34		32719	5310 31 430630	220	101000
6	3055094 05/31/23		194.68*		32719	2510 107 430220	220	101000
137245	-99381E	373 MASTERCARD	38,952.55					
1	05/20/23		5.33*			1000 3 410500	220	101000
2	05/20/23		2,452.42*			1000 5 420140	220	101000
3	05/20/23		19.99*			1000 5 420140	350	101000
4	05/20/23		37.10			1000 5 420140	311	101000
5	05/20/23		76.31*			1000 5 420140	345	101000
6	05/20/23		1,486.75*			1000 5 420140	366	101000
7	05/20/23		258.85*			1000 5 420160	210	101000
8	05/20/23		165.99			1000 7 420460	210	101000
9	05/20/23		3.55			1000 7 420460	220	101000
10	05/20/23		1,977.72			1000 7 420460	226	101000
13	05/20/23		11.99			1000 7 420460	230	101000
14	05/20/23		75.00			1000 7 420460	334	101000
15	05/20/23		3,789.49			1000 7 420460	364	101000
16	05/20/23		490.24			1000 7 420460	370	101000
17	05/20/23		533.00			1000 7 420460	375	101000
18	05/20/23		29.50			1000 7 420460	382	101000
19	05/20/23		28.99*			1000 13 460433	210	101000
20	05/20/23		145.27			1000 13 460433	220	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 3 of 19
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
21	05/20/23		347.75			1000 13 460433	220	101000
22	05/20/23		15.96			1000 13 460433	220	101000
23	05/21/23		249.82			1000 13 460433	230	101000
24	05/20/23		4.80			1000 13 460433	230	101000
25	05/20/23		142.21			1000 13 460433	231	101000
26	05/20/23		125.00*			1000 13 460433	334	101000
27	05/20/23		1,003.20*			1000 13 460433	363	101000
28	05/20/23		16.26*			1000 21 440600	311	101000
30	05/20/23		95.29			2220 16 460100	210	101000
31	05/20/23		56.14			2220 16 460100	210	101032
34	05/20/23		101.97			2220 16 460100	311	101000
36	05/20/23		32.99*			2220 16 460100	330	101000
37	05/20/23		29.74*			2220 16 460100	360	101000
38	05/20/23		147.63			2220 16 460100	380	101000
39	05/20/23		457.95			2220 16 460100	382	101032
40	05/20/23		7.98			2394 18 420531	210	101000
41	05/20/23		290.00			2394 18 420531	220	101000
42	05/20/23		342.56*			2394 18 420531	322	101000
43	05/20/23		66.76			2510 107 430220	210	101000
44	05/20/23		517.76			2510 107 430220	214	101000
46	05/20/23		223.07*			2510 107 430220	220	101000
47	05/20/23		435.77			2510 107 430220	230	101000
48	05/20/23		1,276.25			2510 107 430220	363	101000
49	05/20/23		339.17			2510 107 430220	370	101000
50	05/20/23		16.70			2520 108 430220	210	101000
51	05/20/23		129.45			2520 108 430220	214	101000
52	05/20/23		55.76*			2520 108 430220	220	101000
53	05/20/23		108.94			2520 108 430220	230	101000
54	05/20/23		319.07			2520 108 430220	363	101000
55	05/20/23		84.79			2520 108 430220	370	101000
56	05/20/23		594.04*			2985 15 450340	220	101000
57	05/20/23		150.00			2985 15 450340	334	101000
59	05/20/23		150.00			2985 15 450340	370	101000
60	05/20/23		23.99			5210 22 430530	210	101000
61	05/20/23		53.60			5210 22 430530	220	101000
62	05/20/23		111.52			5210 22 430530	222	101000
63	05/20/23		329.72			5210 22 430530	230	101000
64	05/20/23		37.50			5210 22 430530	334	101000
65	05/20/23		105.99			5210 22 430530	370	101000
66	05/20/23		869.53			5210 23 430550	214	101000
67	05/20/23		1,770.32			5210 23 430550	220	101000
68	05/20/23		1,171.87			5210 23 430550	230	101000
69	05/20/23		168.26*			5210 23 430550	363	101000
70	05/20/23		130.51			5210 23 430550	369	101000
73	05/20/23		211.98			5210 23 430550	370	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 4 of 19
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
74	05/20/23		5.33			5210 25 430510	220	101000
75	05/20/23		23.99			5210 80 430540	210	101000
76	05/20/23		119.54			5210 80 430540	220	101000
77	05/20/23		493.03			5210 80 430540	230	101000
78	05/20/23		2.96			5210 80 430540	311	101000
79	05/20/23		37.50			5210 80 430540	334	101000
80	05/20/23		105.99			5210 80 430540	370	101000
81	05/20/23		5.33			5310 29 430610	220	101000
82	05/20/23		516.57			5310 31 430630	214	101000
85	05/20/23		2,031.94			5310 31 430630	220	101000
86	05/20/23		484.53			5310 31 430630	230	101000
87	05/20/23		168.24*			5310 31 430630	363	101000
88	05/20/23		130.52			5310 31 430630	369	101000
89	05/20/23		211.98			5310 31 430630	370	101000
90	05/20/23		53.00			5310 32 430690	210	101000
91	05/20/23		81.34			5310 32 430690	230	101000
92	05/20/23		105.99			5310 32 430690	370	101000
93	05/20/23		93.57			5310 33 430640	210	101000
94	05/20/23		119.96			5310 33 430640	220	101000
95	05/20/23		828.55			5310 33 430640	222	101000
96	05/20/23		859.19			5310 33 430640	230	101000
97	05/20/23		105.99			5310 33 430640	370	101000
98	05/20/23		6.47*			5510 10 420730	210	101000
99	05/20/23		2,684.69			5510 10 420730	222	101000
100	05/20/23		559.08			5510 10 420730	241	101000
101	05/20/23		125.53			5510 10 420730	364	101000
102	05/20/23		-105.59*			5510 10 420730	370	101000
103	05/20/23		343.00*			5510 10 420730	380	101000
104	05/20/23		934.76*			5610 87 430300	230	101000
105	05/20/23		1,972.07*			5610 87 430300	230	101000
106	05/20/23		395.00*			5610 87 430300	230	101000
107	05/20/23		9.00			5610 87 430300	311	101000
108	05/20/23		118.07			5610 87 430300	345	101000
109	05/20/23		553.84			6040 910 430220	214	101000
110	05/20/23		115.87			6040 910 430220	220	101000
111	05/20/23		148.66			6040 910 430220	230	101000
137246	-99389C 4187 MOFI		1,162.96					
1	05/05/23 Fire Training Center Payment49		662.98			1000 7 490500	654	101000
2			499.98			1000 7 490500	655	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 5 of 19
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
137247	86700S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	160.00					
1	57519 04/21/23	City Hall Rugs	20.50*		32298	1000 8 411230	360	101000
2	57445 04/18/23	City Hall Rugs	34.50*		32292	1000 8 411230	360	101000
3	57138 04/04/23		34.50*		32281	1000 8 411230	360	101000
5	57379 04/14/23	WWTP	15.00		32354	5310 33 430640	360	101000
6	57327 04/12/23	WWTP	19.50		32354	5210 80 430540	360	101000
7	57461 04/18/23	PD	18.00		32555	1000 5 420140	360	101000
8	57158 04/04/23		18.00		32546	1000 5 420140	360	101000
137248	-99378E	1970 MONTANA DAKOTA UTILITIES	40,135.38					
1	GAS/ELECTRIC ~ FD		325.70			1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		219.56*			1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		206.25			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		190.60*			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		615.83*			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		250.45*			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		306.34			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		44.20*			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		60.93*			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		467.39			2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		124.19			2220 16 460100	344	101000
14	GAS/ELECTRIC ~ District 165		4,488.76			2400 46 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16	GAS/ELECTRIC ~ District 167		633.39			2420 48 430263	341	101000
17	GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18	GAS/ELECTRIC ~ District 171		186.31			2430 49 430263	341	101000
19	GAS/ELECTRIC ~ District 172		1,252.57			2440 50 430263	341	101000
20	GAS/ELECTRIC ~ District 202		131.38			2470 72 430263	341	101000
21	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	GAS/ELECTRIC ~ District 173		33.74			2480 47 430263	341	101000
23	GAS/ELECTRIC ~ Sewer Lift		106.29			2510 107 430220	341	101000
28	GAS/ELECTRIC ~ Water Plant		5,537.93			5210 22 430530	341	101000
30	GAS/ELECTRIC ~ Water Plant		482.28			5210 22 430530	344	101000
31	GAS/ELECTRIC ~ Fish & Game		19.47			5210 23 430550	341	101000
32	GAS/ELECTRIC ~ Fish & Game		19.19			5210 23 430550	344	101000
33	GAS/ELECTRIC ~ Fish & Game		19.47			5310 31 430630	341	101000
34	GAS/ELECTRIC ~ Fish & Game		19.19			5310 31 430630	344	101000
35	GAS/ELECTRIC ~ Sewer Lift		1,968.07			5310 32 430690	341	101000
36	GAS/ELECTRIC ~ Sewer Lift		146.22			5310 32 430690	344	101000
38	GAS/ELECTRIC ~ Ambulance		146.33			5510 10 420730	341	101000
39	GAS/ELECTRIC ~ Ambulance		98.61			5510 10 420730	344	101000
42	GAS/ELECTRIC ~ Shop		399.32*			6040 910 430220	341	101000
43	GAS/ELECTRIC ~ Shop		128.81*			6040 910 430220	344	101000
44	FISH & GAME ~ ELECTRIC		31.14			2510 107 430220	341	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 6 of 19
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
45	FISH & GAME ~ ELECTRIC		30.70			2510 107 430220	344	101000
46	FISH & GAME ~ ELECTRIC		7.79			2520 108 430220	341	101000
47	FISH & GAME ~ ELECTRIC		7.67			2520 108 430220	344	101000
50	Airport Electric		976.31			5610 87 430300	341	101000
51	Airport Gas		669.85*			5610 87 430300	344	101000
54	N Daly Sewer Treatment Plant		8,796.99			5310 33 430640	341	101000
55	419 N 7th PD		67.99			1000 5 420140	344	101000
56	419 N 7th PD		251.12			1000 5 420140	341	101000
57	419 N 7th PD		206.58			1000 5 420140	341	101000
58	419 N 7th PD		189.93			1000 5 420140	344	101000
59	Spotted Eagle Walleyes		23.36*			1000 13 460433	341	101000
60	Splash Pad		29.88*			1000 13 460433	341	101000
137249	86716S 700 CUSTER COUNTY WATER & SEWER		16,503.76					
1	05/31/23 CCWSD Water/Sewer Collections		16,503.76			7980 211020		101000
137250	86706S 371 GENERAL DISTRIBUTING CO.		67.73					
1	47473 05/03/23 O2 on Account # 47473		67.73		32083	5510 10 420730	222	101000
137252	86717S 721 DALES CLEANING SERVICE		700.00					
1	05/25/23 City Hall ~ May Cleaning		700.00*		32777	1000 8 411230	360	101000
137255	86718S 3292 MONTANA AIR CARTAGE		512.12					
1	YN243023 05/01/23 Partners Program crate deliv		303.60		32211	2880 39 460100	311	101020
2	837927 03/22/23 Delivery		130.32		32355	5210 80 430540	352	101000
3	837928 03/07/23		26.07		32355	5310 33 430640	352	101000
4	837931 04/18/23		52.13		32355	5210 80 430540	352	101000
137256	86698S 1721 MID RIVERS TELEPHONE CORP		4,288.92					
1	CITY COURT		154.29			1000 6 410300	345	101000
3	LIBRARY		104.91			2220 16 460100	345	101000
4			25.00			2220 16 460100	347	101000
6	911 EMERGENCY		475.18			2850 105 420140	341	101000
7	911 EMERGENCY		404.12			2850 105 420140	345	101000
8	RSVP		126.44*			2985 15 450340	345	101000
9	AIRPORT		57.52			5610 87 430300	345	101000
10			156.95*			5610 87 430300	319	101000
11			26.20*			5610 87 430300	347	101000
12	MAYOR		73.64			1000 1 410200	345	101000
13	FINANCE		99.80			1000 3 410500	345	101000
14			8.70			1000 3 410500	347	101000
15	ATTORNEY		108.17			1000 4 411100	345	101000
16	POLICE		330.30*			1000 5 420140	345	101000
17			57.86*			1000 5 420140	347	101000
18	PD/DISPATCH		192.28*			1000 5 420160	345	101000

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19	FIRE		225.33			1000 7 420460	345	101000
20			50.69			1000 7 420460	347	101000
21	TREASURER		55.03*			1000 9 410540	345	101000
22	PARK DEPT		73.83*			1000 13 460433	345	101000
23			26.82			1000 13 460433	347	101000
24	ANIMAL CONTROL		72.48*			1000 21 440600	345	101000
25			44.95			1000 21 440600	347	101000
26	PLANNING		40.07			1000 36 411020	345	101000
27	Flood		51.24			1000 201 431200	345	101000
28	BUILDING INSPECTION		77.29*			2394 18 420531	345	101000
29	MMD #204		134.21*			2510 107 430220	345	101000
30	MMD #205		76.33*			2520 108 430220	345	101000
31	WATER PLANT		84.57			5210 22 430530	345	101000
32			22.82			5210 22 430530	347	101000
33	WATER LINES		132.00			5210 23 430550	345	101000
34			11.83			5210 23 430550	347	101000
35	WATER ADMIN		59.62			5210 25 430510	345	101000
36			1.04			5210 25 430510	347	101000
37	WASTE WATER ADMIN		59.61			5310 29 430610	345	101000
38			1.04			5310 29 430610	347	101000
39	SEWER LINES		132.01			5310 31 430630	345	101000
40			11.83			5310 31 430630	347	101000
41	WWTP		71.61			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		129.42			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		104.97*			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
48			0.03			2935 11 460461	347	101000
49	URBAN RENEWAL		39.57			2310 11 460462	345	101000
50			0.49			2310 11 460462	347	101000
137257	86719S 316 DATA IMAGING SYSTEMS, INC		1,113.00					
1	Finance General		171.98			1000 3 410500	360	101000
2	Finance & Administration Water		107.63			5210 25 430510	360	101000
3	Finance & Administration Sewer		107.63			5310 29 430610	360	101000
4	Mayor		57.33*			1000 1 410200	360	101000
5	Planning & Community Services		57.33			1000 36 411020	360	101000
6	Public Utilities Water		123.83			5210 23 430550	360	101000
7	Public Utilites Sewer		123.83			5310 31 430630	360	101000
8	Public Works Maint 204		81.40			2510 107 430220	360	101000
9	Public Works Maint 205		43.57			2520 108 430220	360	101000
10	Treasurer		57.33			1000 9 410540	360	101000
11	TIF		57.33			2310 11 460462	360	101000
12	Building Inspector		123.81			2394 18 420531	360	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 6 of 19
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
137258	-99387C	523 CITY SERVICE, INC.	1,226.73					
#21								
1	05/01/23	5000 Gallon Truck Principle	1,041.37		1337	5610 87 490500	650	101000
2	05/01/23	5000 Gallon Truck Interest	185.36		1337	5610 87 490500	651	101000
137259	-99379E	4360 ALLEGIANCE BENEFIT PLAN MGMT	82.50					
1		FSA/HSA Admin Fees	4.29			1000 13 460433	143	101000
2			0.25			1000 36 411020	143	101000
3			0.33			1000 201 431200	143	101000
4			6.27			2510 107 430220	143	101000
5			1.73			2520 108 430220	143	101000
6			0.08			2540 109 430220	143	101000
7			3.47			5210 23 430550	143	101000
8			3.38			5310 31 430630	143	101000
9			5.36			5210 22 430530	143	101000
10			2.23			5310 33 430640	143	101000
11			1.40			5310 32 430690	143	101000
12			1.82			6040 910 430220	143	101000
13			0.74			5310 29 430610	143	101000
14			0.74			5210 25 430510	143	101000
15			16.09			1000 5 420140	143	101000
16			6.02			1000 5 420160	143	101000
17			1.07			1000 21 440600	143	101000
18			9.24			1000 7 420460	143	101000
19			4.54			5510 10 420730	143	101000
20			4.62			2220 16 460100	143	101000
21			2.72			1000 3 410500	143	101000
22			1.40			1000 6 410300	143	101000
23			1.16			1000 4 411100	143	101000
24			2.31			5610 87 430300	143	101000
25			1.16			2985 15 450340	143	101000
26			0.08			2935 11 460461	143	101000
137260	86720S	4401 DEBRA L. RIPPEL	800.00					
1	526787	05/25/23 Library Cleaning Contract May	800.00*		32214	2220 16 460100	360	101000
137261	86721S	4386 KIMBERLY MEES	750.00					
1	05/31/23	PD Cleaning May	750.00*		32586	1000 5 420140	350	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 9 of 19
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
137262	-99385C 406 BRODY CHEMICAL		4,262.49								
1	29568 05/03/23 Chemicals		4,262.49*		32756	1000	14	460445	222		101000
137263	-99384C 1407 KLJ ENGINEERING LLC		2,349.60								
1	10187403 04/20/23 GIS Data Maintenance		2,349.60*		32194	2850	105	420140	350		101000
137264	-99383C 2166 CIVICPLUS		275.00								
1	259496 06/01/23 Municode Admin Support		275.00*		31333	1000	3	410500	380		101000
137265	-99382C 523 CITY SERVICE, INC.		23,415.22								
1	0660953 05/11/23 5,000 Gallons Av Gas 100LL		23,415.22		1593	5610	87	430300	237		101000
137267	86701S 763 DIAMOND J CONSTRUCTION		63,408.51								
1	Pay Est #1 05/15/23 AIP 3-30-0055-020-2023 Han		63,408.51*		1597	5610	87	430320	930		101000
137268	86702S 771 DEPT OF REVENUE		640.49								
1	CGR-2 Rev 05/15/23 1% Gross Contractors Receipt		640.49		1598	5610	87	430300	937	7	101000
137269	86703S 999999 SMITH SALES CO		936.25								
1	2520856971 05/15/23 Lot #1354 Harrow		936.25*		1596	5610	87	430300	230		101000
137270	86722S 902 ENERGY LABORATORIES INC		2,301.88								
1	543720 04/06/23 Soc's & Voc's, PFA's, Bacti's,		1,732.00		32352	5210	80	430540	352		101000
2	544390 04/11/23 Ammonia & Nitrates, Flouride &		53.88		32352	5310	33	430640	352		101000
3	549554 05/09/23 Bacti's, Ammonia & Nitrates, F		463.00		32368	5210	80	430540	352		101000
4	551529 05/15/23 TOC's & Bacti's		53.00		32368	5310	33	430640	352		101000
137271	86723S 2961 TW ENTERPRISES INC		2,759.22								
1	63566 04/12/23 Annual Maintenance		1,884.13		32353	5310	32	430690	360		101000
2	63567 04/12/23		875.09		32353	5310	33	430640	360		101000
137272	86724S 2560 REGAN PLUMBING & HEATING		898.57								
1	22213686 04/14/23 Shut Off Valve		109.21		32356	5210	80	430540	230		101000
2	22213888 05/08/23 Water Heater Element, P-Trap		576.52		32765	1000	13	460433	230		101000
3	22213889 05/08/23 2" Slip Fix		71.96		32765	1000	13	460433	230		101000
4	22213890 05/08/23 PVC Bushing, Slip Fix PVC, S		136.40		32765	1000	13	460433	230		101000
5	22213891 05/08/23 2" PVC Lasco 90 Ell		4.48		32765	1000	13	460433	230		101000
137273	86725S 283 MONTANA STATE LIBRARY		3,122.80								
1	05/02/23 Montana Shared Catalog 23/24		3,122.80		32208	2880	41	460100	350		101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 10 of 19
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
137274	86726S	2240 NOLLEYS WELDING & MACHINE INC	14,400.00					
1	36045 04/20/23	Install Trough	14,000.00		32362	5210 22 430530	360	101000
2	36045 04/20/23	Additional Work	375.00		32362	5210 22 430530	230	101000
3	35680 05/24/23	Repair Bogee Wheel	25.00*		1601	5610 87 430300	230	101000
137275	86727S	4287 LUBRICATION ENGINEERS, INC	225.19					
1	14500524 04/26/23	Compressor Oil	225.19		32361	5310 33 430640	230	101000
137276	86728S	999999 CERTIFIED LABORATORIES	196.18					
1	8205354 04/20/23	Androil Aerosol	196.18		32360	5210 80 430540	230	101000
137277	86729S	999999 ENDUSTRA	2,146.68					
1	62315773 04/18/23	2 Tri-Vent Replacement Filte	2,146.68		32359	5310 33 430640	230	101000
137278	86730S	1896 HAWKINS, INC	3,306.15					
1	6447463 04/15/23	Demurrage	20.00		32358	5210 80 430540	222	101000
2	6448764 04/15/23		30.00		32358	5310 33 430640	222	101000
3	6480413 05/25/23	Chemicals	1,092.15*		32780	1000 13 460433	222	101000
4	6472523 05/15/23	Demurrage	2,134.00		32367	5210 80 430540	222	101000
5	6471249 05/15/23	2000 LB Cylinder	30.00		32367	5310 33 430640	222	101000
137279	86731S	2871 THATCHER COMPANY OF MONTANA	11,565.67					
1	2023350101 04/24/23	Aluminum Sulfate	11,565.67		32357	5210 80 430540	222	101000
137280	86732S	4130 IBS, Inc.	443.62					
1	8141411 04/26/23	ATM Add A Line Fuse Holder, 5	177.45		32764	2510 107 430220	363	101000
2	8141411 04/26/23	LB Black Releasable Nylon Tie	44.36		32764	2520 108 430220	363	101000
3	8141412 04/26/23	8PC Hole Hog Reamer/Drill Set	110.91*		32764	5210 23 430550	363	101000
4	8141412 04/26/23	Spiral Flute Step Drill Set 3	110.90*		32764	5310 31 430630	363	101000
137281	86733S	361 BILLS TRUCK SERVICE	936.36					
1	10951 04/27/23	Unit 17	374.54		32763	2510 107 430220	363	101000
2	10951 04/27/23		93.64		32763	2520 108 430220	363	101000
3	10951 04/27/23		234.09*		32763	5210 23 430550	363	101000
4	10951 04/27/23		234.09*		32763	5310 31 430630	363	101000
137282	86704S	4426 APG YELLOWSTONE NEWS	614.87					
1	44031 04/05/23	2022 Annual Drinking Water Qua	492.21*		31210	1000 201 431200	331	101000
2	371159 05/10/23	Notice of Zoning Board Vacancy	98.13		32767	2510 107 430220	331	101000
3	371159 05/10/23		24.53		32767	2520 108 430220	331	101000

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
137283	86734S 999999	KEN STEIN	151.20					
1	05/09/23	US Postage Stamps	151.20*		31486	1000 6 410300	311	101000
137284	86735S 999999	JAMES T. CARR	634.66					
1	05/23/23	Travel Reimbursement	634.66			1000 4 411100	370	101000
137285	86736S 999999	MIKE MURPHY	100.50					
1	04/25/23	Meal Reimbursement	100.50		32571	1000 5 420140	370	101000
137286	86737S 2151	Morrison-Maierle System	4,795.00					
1	44781 05/04/23	Computer Work	62.50*		32575	1000 5 420140	350	101000
2	44668 05/01/23	MCPD Work Stations	360.00*		32198	1000 5 420160	350	101000
3	44671 05/01/23	Monthly IT Maintenance	3,685.00*		32198	2850 105 420140	350	101000
4	44839 05/23/23	Computer Work	687.50*		32587	1000 5 420140	350	101000
137287	86738S 4112	FARMERS BROTHERS COFFEE	307.47					
1	2014601S6 05/11/23	4 Cases of Coffee	307.47		1594	5610 87 430300	220	101000
137288	86739S 4357	MCCONE ELECTRIC CO-OP INC	119.67					
1	03/30/23	Sheep Mountain Radio Tower	119.67		32196	2850 105 420140	341	101000
137289	86740S 4108	MID-AMERICAN RESEARCH CHEMICAL	399.35					
1	0790401 05/05/23	Precaution Blue Spray Paint,	399.35*		32769	1000 13 460433	222	101000
137290	86741S 1571	TWO RIVERS FORD	1,448.57					
1	701270 05/11/23	A32 2008 F650	52.12		32087	5510 10 420730	364	101000
2	226579 05/22/23	A-28 Alignment	1,396.45		32093	5510 10 420730	364	101000
137291	86742S 2510	QUAD K SUPPLY	416.40					
1	66496 05/10/23	Supplies	48.19		32086	1000 7 420460	220	101000
2	66496 05/10/23		30.81		32086	5510 10 420730	220	101000
3	66460 05/08/23	Cleaning Supplies	43.92		32085	1000 7 420460	220	101000
4	66460 05/08/23		28.08		32085	5510 10 420730	220	101000
5	66669 06/01/23	Bath Tissue	94.00*		32590	1000 5 420140	220	101000
6	66602 05/31/23	Disinfectant & Paper Towels	171.40		32215	2220 16 460100	224	101000
137292	86743S 2847	STEADMANS ACE HARDWARE	2,362.01					
1	555429 04/25/23	Washing Machine Parts	21.99		32084	1000 7 420460	400	101000
2	557969 05/12/23	Saw	936.01		32768	2510 107 430220	214	101000
3	557969 05/12/23		234.01		32768	2520 108 430220	214	101000
4	557969 05/12/23		585.00		32768	5210 23 430550	214	101000
5	557969 05/12/23		585.00		32768	5310 31 430630	214	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 12 of 19
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
137293	86744S 2865	DEPT OF ENVIRONMENTAL QUALITY	350.00					
1	5R2300393 05/01/23	5 Renewals	75.00		32364	5210 22 430530	334	101000
2	5R2301113 05/01/23		75.00		32364	5210 80 430540	334	101000
3	5R2300693 05/01/23		200.00		32364	5310 33 430640	334	101000
137294	86745S 4000	AG PARTNERS. LLC	391.50					
1	IB5901 05/16/23	Pramitol, Buccaneer 5, 2 4-D,	273.20*		32772	2510 107 430220	222	101000
2	IB5901 05/16/23	Amine 4, Dicamba DMA Salt	68.30		32772	2520 108 430220	222	101000
3	IB5801 05/01/23	Lawn Gard	50.00*		32772	2510 107 430220	222	101000
137295	86746S 4280	BEAR BUTTZ SEPTIC	1,192.32					
1	2085 11/04/22	Portable Toilet Rental	102.32		32771	1000 13 460433	350	101000
2	2289 06/01/23	Portable Toilet Rental	1,090.00		32786	1000 13 460433	350	101000
137296	86747S 999999	STEVE STANHOPE	44.45					
1	05/12/23	T13 Parts	44.45		32089	1000 7 420460	364	101000
137297	86748S 1780	MILES CITY MOTOR SUPPLY	10.98					
1	965553 05/17/23	Connector Terminals	10.98*		1600	5610 87 430300	363	101000
137298	-99377C 4010	FELT MARTIN P.C.	525.00					
1	05/17/23	Planner Research for Mayor Add	525.00*			1000 3 411101	350	101000
137299	86749S 999999	MOLLY MALLOY	96.94					
1	05/18/23	Travel Reimbursement	96.94			2220 16 460100	370	101000
137300	86750S 999999	MICHELLE CUNNINGHAM	95.30					
1	05/18/23	Reimbursement snacks for Summe	35.43			2880 112 460100	382	101000
2	05/18/23	Bath Tissue & Paper Towels	59.87			2220 16 460100	224	101000
137301	-99376C 1407	KLJ ENGINEERING LLC	115,329.06					
1	10178518 10/21/22	ARPA Tongue Slough	51,941.74		31215	2991 201 431200	350	2 101000
2	10180741 11/23/22		16,521.82		31215	2991 201 431200	350	2 101000
3	10182632 12/21/22		9,781.02		31215	2991 201 431200	350	2 101000
4	10183956 01/26/22		10,709.02		31215	2991 201 431200	350	2 101000
5	10185176 02/27/23		11,361.46		31215	2991 201 431200	350	2 101000
6	10186332 03/22/23		15,014.00		31215	2991 201 431200	350	2 101000
137302	-99375C 1407	KLJ ENGINEERING LLC	290.09					
1	10186461 03/22/22	CCMC Gov Relation/Outreach	66.71		31216	1000 201 431200	350	101000
2	10186462 03/22/22	Program Mgt/Misc	223.38		31216	1000 201 431200	350	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 13 of 19
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
137303	86751S 4171	FERGUSON WATERWORKS #1701	6,630.12					
1	0853370 05/10/23	Curbstops & Connectors	4,232.34*		32711	5210 23 430550	235	101000
2	05/31/23	Meters	2,397.78*		32718	5210 23 430550	235	101000
137304	86752S 1330	SCL Health - Sisters of Charity	725.10					
1	02/22/23	DUI Blood Draw	241.70*		32577	1000 5 420140	350	101000
2	02/16/23		241.70*		32577	1000 5 420140	350	101000
3	02/18/23		241.70*		32577	1000 5 420140	350	101000
137305	86753S 869	EAST MONT COMMUNICATIONS	1,134.00					
1	29611 05/17/23	Kenwood Speaker Mic	58.00*		32579	1000 5 420140	220	101000
2	29615 05/23/23	Reprogram Fire Repeater, Dispa	700.00*		32803	2850 105 420140	220	101000
3	29614 05/22/23	Program Radios	376.00		32096	1000 7 420460	350	101000
137306	86754S 237	CPI COLLECTION PROFESSIONALS INC	151.65					
1	04/30/23	Water/Sewer Collection	75.83		31335	5210 25 430510	350	101000
2	04/30/23		75.82		31335	5310 29 430610	350	101000
137307	86755S 4428	A & I DISTRIBUTORS	710.00					
1	3935767 06/10/23	Bulk Oil	140.00*		32713	2510 107 430220	231	101000
2	3935767 06/10/23		35.00		32713	2520 108 430220	231	101000
3	3935767 06/10/23		87.50		32713	5210 23 430550	231	101000
4	3935767 06/10/23		87.50		32713	5310 31 430630	231	101000
5	3940732 06/05/23	Bulk Oil	144.00		32793	2510 107 430220	230	101000
6	3940732 06/05/23		36.00		32793	2520 108 430220	230	101000
7	3940732 06/05/23		90.00		32793	5210 23 430550	230	101000
8	3940732 06/05/23		90.00		32793	5310 31 430630	230	101000
137308	86756S 2529	RAILROAD MANAGEMENT CO III, LLC	1,095.07					
1	481490 05/19/23	Water Pipeline Crossing	1,095.07		32714	5210 23 430550	220	101000
137309	86757S 1638	ENVIRO-CLEAN INTERMOUNTAIN LLC	616.74					
1	59762 03/22/23	Hyd. Cylinder 2" Bore X 4.38"	246.70		32712	2510 107 430220	230	101000
2	59762 03/22/23		61.67		32712	2520 108 430220	230	101000
3	59779 03/23/23		154.18		32712	5210 23 430550	230	101000
4	59779 03/23/23		154.19		32712	5310 31 430630	230	101000
137310	86758S 4429	RICE & MARTIN, P.C.	100.00					
1	05/24/23	Law Library Prof Services	100.00			1000 4 411100	350	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 14 of 19
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
137311	86759S	52 ABC GLASS & SIGNS, INC.	240.00					
1	10064997 05/19/23 Signs		240.00		32774	1000 13 460433	230	101000
	*** Cancelled in 6/23 ****							
137312	1361 INTERSTATE ENGINEERING		34,971.78					
1	50772 03/16/23 Professional Services		1,312.40		32775	2510 107 430220	350	4 101000
2	50772 03/16/23		328.10		32775	2520 108 430220	350	4 101000
3	50773 05/16/23 N 7th Street Engineering		2,294.56		32716	5210 23 430550	350	4 101000
4	50773 05/16/23		420.13		32716	5310 31 430630	350	4 101000
5	50773 05/16/23		517.09		32716	2510 107 430237	350	4 101000
6	50774 05/16/23 N 7th Street Engineering		219.39		32716	5210 23 430550	350	4 101000
7	50774 05/16/23		40.17		32716	5310 31 430630	350	4 101000
8	50774 05/16/23		49.44		32716	2510 107 430237	350	4 101000
9	50635 04/25/23 N 7th Street Engineering		1,389.47		32716	5210 23 430550	350	4 101000
10	50635 04/25/23		254.41		32716	5310 31 430630	350	4 101000
11	50635 04/25/23		313.12		32716	2510 107 430237	350	4 101000
12	50634 04/25/23 N 7th Engineering		7,059.18		32722	5210 23 430550	350	4 101000
13	50634 04/25/23		1,292.52		32722	5310 31 430630	350	4 101000
14	50634 04/25/23		1,590.80		32722	2510 107 430237	350	4 101000
15	50369 03/24/23 N 7th Engineering		11,020.62		32722	5210 23 430550	350	4 101000
16	50369 03/24/23		2,017.86		32722	5310 31 430630	350	4 101000
17	50369 03/24/23		2,483.52		32722	2510 107 430237	350	4 101000
18	50370 03/24/23 N 7th Engineering		1,681.99		32722	5210 23 430550	350	4 101000
19	50370 03/24/23		307.97		32722	5310 31 430630	350	4 101000
20	50370 03/24/23		379.04		32722	2510 107 430237	350	4 101000
137313	86760S	2255 NORMONT EQUIPMENT CO	2,347.00					
1	29632 05/19/23 Filter Blower, Tartank O-Ring,		370.40		32776	2510 107 430220	363	101000
2	29632 05/19/23		92.60		32776	2520 108 430220	363	101000
3	29632 05/19/23 Emulsion		956.00		32776	2510 107 430233	230	101000
4	29632 05/19/23		239.00		32776	2520 108 430233	230	101000
5	29598 05/17/23 Manhole Expandable Risers & Fr		689.00		32778	2510 107 430235	230	101000
137314	-99374C	1407 KLJ ENGINEERING LLC	282.00					
1	10188922 05/18/23 ARPA Tongue Slough		282.00		31217	2991 201 431200	350	2 101000
137315	86761S	999999 Haiden Oakland	79.97					
1	555 05/25/23 Reimbursement PPE Airport		79.97*		1602	5610 87 430300	230	101000
137317	86708S	268 MILES CITY SANITATION INC.	30.00					
1	35151364 05/01/23 Garbage Services		30.00*		32573	1000 5 420140	220	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 15 of 19
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
137318	86709S 1737 MC AREA SOLID WASTE DISTRICT		11.00					
1	10168A 04/08/23 Animal Disposal		11.00		32561	1000 21 440600	220	101000
137319	86710S 4430 SWS EQUIPMENT		245,971.55					
1	195809 05/16/23 Sewer Jetter Truck		81,990.52		32715	4060 911 430233	940	101000
2	195809 05/16/23		163,981.03		32715	5310 31 430630	940	101000
137320	86762S 4216 BIG SKY GUTTERS & DOORS		2,885.50					
1	9114 05/22/23 Garage Door Repair		1,154.20		32781	2510 107 430220	363	101000
2	9114 05/22/23		288.55		32781	2520 108 430220	363	101000
3	9122 05/30/23		721.38		32781	5210 23 430550	220	101000
4	9122 05/30/23		721.37		32781	5310 31 430630	220	101000
137321	86763S 4184 MSC INDUSTRIAL SUPPLY		527.88					
1	6192467001 05/19/23 Connectors		211.15		32783	2510 107 430220	363	101000
2	6192467001 05/19/23		52.79		32783	2520 108 430220	363	101000
3	6192467001 05/19/23		131.97		32783	5210 23 430550	220	101000
4	6192467001 05/19/23		131.97		32783	5310 31 430630	220	101000
137322	86764S 4346 MOUNTAIN ALARM		42.00					
1	3599700 06/01/23 Monthly Monitoring June 23		42.00*		32585	1000 5 420140	220	101000
137323	86765S 1986 JACKS BODY SHOP		5,137.76					
1	04/30/23 Vehicle Repair		5,137.76*		32583	1000 5 420140	366	101000
137324	86766S 4127 I-STATE TRUCK CENTER		431.85					
1	22629 05/30/23 Unit 17		172.74		32784	2510 107 430220	363	101000
2	22629 05/30/23		43.19		32784	2520 108 430220	363	101000
3	22629 05/30/23		107.96		32784	5210 23 430550	360	101000
4	22629 05/30/23		107.96		32784	5310 31 430630	360	101000
137325	86767S 4417 GEOPLAND		5,904.00					
1	05/31/23 Planning Services May 23		5,904.00*		32785	2250 36 411020	350	101000
137326	86768S 4008 PITNEY BOWES		91.29					
1	1023172142 05/31/23 Ink for Postage Machine		30.43*			1000 3 410500	220	101000
2	1023172142 05/31/23		30.43			5210 25 430510	220	101000
3	1023172142 05/31/23		30.43			5310 29 430610	220	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 16 of 19
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
137327	86769S 999999	CINDY ERICKSON	1,403.15					
1	05/22/23	Convening Meeting Travel RSVP	1,403.15		32320	2985 15 450340	370	101000
137328	86770S 999999	ALFRED OLSON	24.29					
1	05/31/23	Meal Reimbursement DAV	24.29		32319	2985 15 450330	379	101004
137329	86771S 288 MILES CITY AREA CHAMBER OF		73.20					
1	7123787 05/22/23	Mail Newsletter May/June 23	73.20		32318	2985 15 450340	311	101000
137330	86772S 2471	POSTMASTER	332.00					
1	06/02/23	Annual PO box Rental	110.67*		31337	1000 3 410500	220	101000
2	06/02/23		110.67		31337	5210 25 430510	220	101000
3	06/02/23		110.66		31337	5310 29 430610	220	101000
137331	86773S 3229	ROLLING RUBBER / POINT S	1,366.80					
1	1080903 05/31/23	Steering Rack & Pinion Assemb	1,366.80*		32591	1000 5 420140	366	101000
137332	86774S 999999	DOUG COLOMBIK	24.25					
1	05/24/23	Meal Reimbursement Helena Awar	24.25		32589	1000 5 420140	370	101000
137333	86775S 999999	JOSH EHRHARDT	24.25					
1	05/31/23	Meal Reimbursement Training ML	24.25		32588	1000 5 420140	370	101000
137334	86776S 1426	KIWI PETES TREE SERVICE	2,300.00					
1	840532 05/31/23	Tree Taken Down	2,300.00		32787	2510 107 430220	350	101000
137335	86777S 313	FASTENAL	141.82					
1	99056 05/31/23	Gloves	56.73		32790	2510 107 430220	230	101000
2	99056 05/31/23		14.18		32790	2520 108 430220	230	101000
3	99056 05/31/23		35.46		32790	5210 23 430550	220	101000
4	99056 05/31/23		35.45		32790	5310 31 430630	220	101000
137336	86778S 999999	CAITLIN MALENOVSKY	150.00					
1	9666 05/30/23	Lifeguard Training	100.00*		32788	1000 14 460445	380	101000
2	9667 05/30/23		50.00*		32788	1000 14 460445	380	101000
137338	86711S 572	VERIZON WIRELESS	373.70					
1	05/30/23	Sims Cards for PCSO, GCSO, MCP	373.70		32199	2850 105 420140	345	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 17 of 19
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
137339	86779S 4217 CENTRAL SQUARE TECHNOLOGIES		1,181.39					
1	383532 05/26/23 Mobile CAD Maint. Civil CAD Ma		1,181.39*		32806	2850 105 420140	350	101000
137340	86780S 4218 CUSTER COUNTY TRANSIT		45.00					
1	06022023 06/02/23 Volunteer Rides May 2023		45.00		32321	2985 15 450330	379	101004
137341	86781S 999999 DAVID HARRIS		65.88					
1	05/31/23 Nitrile Gloves		42.92		32366	5210 22 430530	220	101000
2	05/31/23		22.96		32366	5310 33 430640	220	101000
137342	86782S 396 MONTANA DEPT OF LABOR & INDUSTRY		36.00					
1	06/03/23 Certification of Operation		36.00		32794	1000 13 460433	350	101000
137343	86783S 4318 WILLHELM LAND SURVEYING		450.00					
1	1628 05/04/23 Surveying Services		450.00		32795	2510 107 430220	350	101000
137344	86784S 999999 AMBER BREMER		128.58					
1	05/31/23 Refund Water Deposit		128.58			5210 214010		101000
137345	86785S 999999 AMBER FERRIS		150.00					
1	05/31/23 Refund Water Deposit		150.00			5210 214010		101000
137346	86786S 999999 AMANDA KINSEY &/OR JASON SAND		41.74					
1	05/31/23 Refund Water Deposit		41.74			5210 214010		101000
137347	86787S 999999 ANDREA BLACK		94.57					
1	05/31/23 Refund Water Deposit		94.57			5210 214010		101000
137348	86788S 999999 DANIELLE DICKHAUT		95.87					
1	05/31/23 Refund Water Deposit		95.87			5210 214010		101000
137349	86789S 371 GENERAL DISTRIBUTING CO.		121.40					
1	1251909 05/31/23 Nitrous		121.40		32099	5510 10 420730	222	101000
137350	86790S 2903 TIRE-RAMA		988.80					
1	1060029777 05/18/23 2018 Ford Tires		988.80		32090	5510 10 420730	364	101000
137351	86791S 1825 MILES COMMUNITY COLLEGE		240.00					
1	05/31/23 Classroom Rental Active Shoote		240.00		32098	5510 10 420730	350	101000

06/08/23
11:21:16

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/23

Page: 18 of 19
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
137352	86792S 1649 MCC CENTRA ATHLETIC CENTER		400.00					
1	05/18/23 Centra Athletic Center		400.00		32091	1000 7 420460	220	101000
137353	86793S 4104 BILLINGS CLINIC OCCUPATIONAL		6,225.00					
1	37EM829 03/01/23 Services/Exams		6,225.00		32095	1000 7 420460	350	101000
137354	86794S 2853 STRYKER SALES CORP		253.21					
1	4174141M 05/24/23 Labor		253.21		32097	5510 10 420730	360	101000
137355	86795S 975 FIREMANS FUND		525.00					
1	23004 06/03/23 BLS Provider		525.00		32601	5510 10 420730	350	101000
137356	86796S 999999 ALLDATA		1,500.00					
1	200312068 06/07/23 Alldata Repair		600.00		32797	2510 107 430220	350	101000
2	200312068 06/07/23		150.00		32797	2520 108 430220	350	101000
3	200312068 06/07/23		375.00		32797	5210 23 430550	350	101000
4	200312068 06/07/23		375.00		32797	5310 31 430630	350	101000
137357	86797S 4431 GLENDIVE RECREATION DEPARTMENT		400.00					
1	06/07/23 Lifeguard Course 2023 Season		400.00*			1000 14 460445	380	101000
137358	86798S 999999 JACQUIE SILBERNAGEL		200.00					
1	06/07/23 Lifeguard Course Instructor		200.00*			1000 14 460445	380	101000
137359	86799S 4393 MONTANA LAW ENFORCEMENT C/O DCI		1,500.00					
1	21700 06/05/23 Lodging & Meals Basic Course #		264.00		32592	1000 5 420140	370	101000
*2	21700 06/05/23		1,236.00		32592	1000 5 420140	380	101000
137360	86800S 870 EAST MAIN ANIMAL CLINIC		541.45					
1	10459 05/31/23 Vet Services		541.45*		32594	1000 21 440600	350	101000
137361	86801S 999999 SARAH PETERSON		64.96					
1	06/06/23 Reimburse for Library Supplies		64.96		32217	2880 43 460100	210	101003
137362	86802S 999999 ALICIA ESTEVES		10.00					
1	06/07/23 Park Refund		10.00		32798	1000 13 460433	230	101000
137363	86803S 4369 ELEMECH INC		2,200.00					
1	PAI8754 05/03/23 Warranty & Support Fill Stati		2,200.00		32725	5210 23 430550	220	101000

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
137364	86804S 4275 TOP GUN ASPHALT		1,800.00					
1	2276 06/01/23 Paved Water Break Cut		1,800.00		32724	5210 23 430550	360	101000
137365	86805S 4340 BILLING DOCUMENT SPECIALISTS		2,444.95					
1	88658 06/07/23 Postage for Water Bills		1,222.48		32721	5210 25 430510	320	101000
2	88658 06/07/23		1,222.47		32721	5310 29 430610	320	101000
137366	86806S 378 BLACK MOUNTAIN SOFTWARE		4,000.00					
1	29175 05/02/23 Data Export to Cusi		2,000.00		32723	5210 25 430510	350	101000
2	29175 05/02/23		2,000.00		32723	5310 29 430610	350	101000
137368	86807S 1361 INTERSTATE ENGINEERING		34,971.78					
1	50772 03/16/23 Professional Services		1,312.40		32775	2510 107 430237	350	4 101000
2	50772 03/16/23		328.10		32775	2520 108 430220	350	4 101000
3	50773 05/16/23 N 7th Street Engineering		2,294.56		32716	5210 23 430550	350	4 101000
4	50773 05/16/23		420.13		32716	5310 31 430630	350	4 101000
5	50773 05/16/23		517.09		32716	2510 107 430237	350	4 101000
6	50774 05/16/23 N 7th Street Engineering		219.39		32716	5210 23 430550	350	4 101000
7	50774 05/16/23		40.17		32716	5310 31 430630	350	4 101000
8	50774 05/16/23		49.44		32716	2510 107 430237	350	4 101000
9	50635 04/25/23 N 7th Street Engineering		1,389.47		32716	5210 23 430550	350	4 101000
10	50635 04/25/23		254.41		32716	5310 31 430630	350	4 101000
11	50635 04/25/23		313.12		32716	2510 107 430237	350	4 101000
12	50634 04/25/23 N 7th Engineering		7,059.18		32722	5210 23 430550	350	4 101000
13	50634 04/25/23		1,292.52		32722	5310 31 430630	350	4 101000
14	50634 04/25/23		1,590.80		32722	2510 107 430237	350	4 101000
15	50369 03/24/23 N 7th Engineering		11,020.62		32722	5210 23 430550	350	4 101000
16	50369 03/24/23		2,017.86		32722	5310 31 430630	350	4 101000
17	50369 03/24/23		2,483.52		32722	2510 107 430237	350	4 101000
18	50370 03/24/23 N 7th Engineering		1,681.99		32722	5210 23 430550	350	4 101000
19	50370 03/24/23		307.97		32722	5310 31 430630	350	4 101000
20	50370 03/24/23		379.04		32722	2510 107 430237	350	4 101000

of Claims 127 Total: 782,285.26

Total Electronic Claims 243,293.16 Total Non-Electronic Claims 538992.10

