



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*September 12, 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 08/22/2023
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. STAFF REPORTS
5. CITY COUNCIL COMMENTS
6. MAYOR COMMENTS
7. NEW BUSINESS
 - A. APPROVE TIF FUNDING 75% OF TOTAL PROPOSED PROJECT COST TO MILESTONE PROPERTY MANAGEMENT.
 - B. DISCUSSION AND RECOMMENDATION ON VARIANCE AND SETTLEMENT FOR 1415 N. 6th STREET.
 - C. RESOLUTION NO. 4536 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2023-2024.
 - D. RESOLUTION NO. 4537 - A RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.
 - E. APPROVAL OF AUGUST CLAIMS
8. 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 August 22nd, 2023
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, August 22nd, 2023, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Pamela Bovee, Ken Gardner, Rick Huber, Chris Grenz, Kathy Wilcox, Donald Simpson, Matthew Regan, and Dwayne Andrews.

Also present were, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon, Dispatch Director Lyne Anderson, Police Chief Doug Colombik, and Deputy City Clerk/Minute Recorder Jody Kinsey.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 8/8/2023

** *Councilperson Wilcox moved to approve the minutes of the Regular Council Meeting of August 8th, 2023, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

SCHEDULE MEETINGS

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

Human Resources Committee Meeting	9/7/23 @ 5:00pm
911 Meeting in Terry	9/20/23 @ 1:30pm
Closed Session Meeting	9/5/23 @ 5:00pm
Special Council Meeting	9/5/23 @6:00pm

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

REQUEST OF CITIZENS AND PUBLIC COMMENT

None

PROCLAMATIONS

None

STAFF REPORTS

Director Speelmon spoke about the operator error that happened at the water treatment plant. 52,000 gallons of untreated water went into the distribution system. Two thirds had already been flushed out and we are just waiting on DEQ to let us know when the boil water order can end. They have been flowing hydrants until the chlorine levels are high enough. Two truck loads of bottled water have been ordered to be distributed to hospitals, and people who do not have the ability to boil water. Some businesses have the ability to filter their water. Questions came up about discounting water bills or giving people free water for the month. Director Speelmon reminded everyone that the public water system is funded by tax payers. Giving a discount or giving everyone a minimum bill would work, but it can't be free because the system costs a lot of money to run.

Fire Chief Stevens informed everyone that there will be a water distribution plan for people who are unable to boil their own water. Water can be picked up or it can be delivered.

Dispatch Director Anderson reminded everyone to sign up for NIXLE by texting 59301 to 888777. You will receive public safety alerts and public health alerts.

CITY COUNCIL COMMENTS

Councilmember Grenz asked to poll the Council about their fiscal responsibility to the citizens. Councilmembers Wilcox and Andrews said they object to a poll. Councilmember Grenz asked the Mayor to explain why something placed on the agenda was removed. Mayor Hollowell told him to go ahead and bring up what he wanted to discuss. He said he wanted to bring up the council being fiscally responsible and having another option if the levy fails. Mayor Hollowell reminded him that is illegal as was explained by Nathan Bilyeu. That once it is handed over to the citizens for a vote it is seen as persuasion to sway the vote. Councilmember Grenz brought up the issue of insurance. Councilperson Huber doesn't want to wait any longer to protect our firemen if something goes wrong. Mayor Hollowell reiterated that the wall can be part of the architect plan which will temporarily solve the insurance issue. Councilperson Huber stated that he wanted to be very clear that there was no intention on his part to reverse the election. Councilperson Grenz added the same on his part. Chief Stevens added that he presented the plan for the common wall and there was no contention from council. Mayor Hollowell added that because we were paying premiums we would have been insured since that is intent to insure on their part by accepting our premium. The fire fighters are covered by workers comp but the equipment is not. Councilperson Grenz asked if the wall is built will both sides of the building be insured. Lieutenant Miller explained that only the newer portion will be insured but the staff will be insured by workers comp no matter where they are in the building.

MAYOR COMMENTS

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

- A. ORDINANCE NO. 1372 (Second Reading) – AN ORDINANCE ENACTING ARTICLE VII “ETHICS” AND ESTABLISHING THE MILES CITY ETHICS COMMITTEE.**

Mayor Hollowell called for proponents three times and opponents three times. Hearing none, the hearing was closed.

- B. ORDINANCE NO. 1373 (Second Reading) - AN ORDINANCE RE-ENACTING SECTIONS 3-26 THROUGH 3-36 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY ALCOHOLIC BEVERAGE LICENSING.**

Mayor Hollowell called for proponents three times and opponents three times. Hearing none, the hearing was closed.

- C. RESOLUTION NO. 4519 (Second Reading) - A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2023-2024 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON**

Mayor Hollowell called for proponents three times and opponents three times. Hearing none, the hearing was closed.

- D. FISCAL YEAR 2023-2024 PRELIMINARY BUDGET**

Mayor Hollowell called for proponents three times and opponents three times. Hearing none, the hearing was closed.

UNFINISHED BUSINESS

- A. ORDINANCE NO. 1372 (Second Reading) – AN ORDINANCE ENACTING ARTICLE VII “ETHICS” AND ESTABLISHING THE MILES CITY ETHICS COMMITTEE.**

****** *Councilperson Wilcox moved to approve the Ordinance, read by title only, seconded by Councilperson Bovee, and passed, 6-2, with Councilperson Grenz and Huber voting against.*

Councilperson Gardner stated that he feels the committee may be subjective. He thinks complaints should be made to the City Clerk and it could go before the Mayor to decide. Councilmember Grenz mentioned that he feels it is a violation of his civil rights regarding freedom of speech. He said he can't support this at all. John Goff stood up and stated this committee would be the same as council in the fact that you are supposed to be a neutral party. You are supposed to vote based on what your constituents want. His thought was that this committee would be made up of neutral parties so there is not any bias, verses coming to council. It is for the betterment, rather than anyone poking at an individual it is a way to keep things consistent.

B. ORDINANCE NO. 1373 (Second Reading) - AN ORDINANCE RE-ENACTING SECTIONS 3-26 THROUGH 3-36 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING CITY ALCOHOLIC BEVERAGE LICENSING.

****** *Councilperson Wilcox moved to approve the ordinance read by title only, seconded by Councilperson Gardner, and upon roll call vote, passed, 7-0 with Councilperson Grenz abstaining.*

C. RESOLUTION NO. 4519 (Second Reading) - A RESOLUTION APPROVING THE WORK PLAN AND BUDGET FOR FISCAL YEAR 2023-2024 FOR BUSINESS IMPROVEMENT DISTRICT NO. 101, AND PROVIDING FOR HEARING THEREON

****** *Councilperson Wilcox moved to approve the Resolution ready by title only, seconded by Councilperson Gardner. Grenz moved to postpone, seconded by Councilperson Huber, motion failed 8-0.*

******* *On rollcall vote the original motion to approve, passed 8-0.*

NEW BUSINESS

CONSENT AGENDA A-K

A. RESOLUTION NO. 4523 - A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2023-2024 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR

HEARING THEREON

- B. RESOLUTION NO. 4524 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.**

- C. RESOLUTION NO. 4525 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.**

- D. RESOLUTION NO. 4526 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.**

- E. RESOLUTION NO. 4527 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.**

- F. RESOLUTION NO. 4528 – A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.**

- G. RESOLUTION NO. 4529 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL**

IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.

H. RESOLUTION NO. 4530 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2023-2024.

I. RESOLUTION NO. 4531 – A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2023-2024.

J. RESOLUTION NO. 4532 – A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2023-2024.

K. RESOLUTION NO. 4533 – A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2023-2024.

****** *Councilperson Wilcox moved to approve the consent agenda, seconded by Councilperson Gardner and passed unanimously 8-0.*

L. RESOLUTION NO. 4534 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-A UNION.

****** *Councilperson Andrews moved to approve the Resolution read by title only, seconded by Councilperson Wilcox and passed unanimously 8-0.*

Councilperson Grenz stated that the union doesn't usually do something without a reason so he would like to leave this contract as is and not make any additional changes. Lieutenant Miller reminded the council that they postponed the Local 600 contract until after the budget was finalized. He stated that if the council does not do the same with these two contracts it will be seen as unfair labor practice for not bargaining in good faith. It would be seen as discrimination against Local 600. Councilperson Huber questioned what union was being voted on. Hannah Nash the State Union Negotiator clarified stating there were some misconceptions about what we are voting on. She said she wants everyone to be clear both as a citizen and a union member. She reiterated what Lieutenant Miller said regarding negotiating in good faith with the unions. Councilperson Gardner stated that he agrees with Councilperson Grenz that the contract is good.

M. RESOLUTION NO. 4535 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE AFSCME LOCAL NO. 283-B UNION.

****** *Councilperson Huber moved to approve the Resolution read by title only, seconded by Councilperson Bovee and passed unanimously 8-0.*

John Goff questioned why the council postponed one contract dealing with money and budget but passed others. He asked if they had something against the fire department. He stated as a citizen it looks to him like there is favoritism on one side or the other. He brought up the last meeting where the Local 600 contract was postponed until after the budget and everyone agreed to it. Now they are voting yes on others. He questioned what happened since the last meeting to this meeting. It doesn't make sense as a citizen when councilmembers are supposed to be a neutral party to vote no for one and yes for the others. Councilperson Grenz added that he agrees with Mr. Goff. Lieutenant Miller reminded Councilperson Grenz that he was the one to make the motion to postpone the contract even though it was budgeted for and in the preliminary budget. He stated he didn't understand how Councilperson Grenz could agree that it is obvious there is something going on against the Local 600. Councilperson Grenz told him he doesn't even know what Union the Local 600 is. Lieutenant Miller stated it is the Fire Department. He asked how can you be a council member and not know who you are paying. Councilperson Grenz said his objection was he wanted to wait until after the budget passed since we don't know how much money we will have. Lieutenant Miller questioned why he didn't make a motion to postpone the other union contracts. Councilperson Grenz stated he is just trying to go along with everybody else since he has already been censored half a dozen times tonight. He is too afraid of the ethics thing to say no to anything. Engineer Davis asked Councilperson Grenz if he saw how his actions were

contradictory. He said that he does and people change their minds and his hands are tied. He stated that he is sorry and he doesn't disagree. Public Utilities Employee Eric Hoff added that as a citizen who was also at the last council meeting that the Mayor recommended not to postpone the Local 600 contract. He stated the warning signs were there but you did it anyway.

** *Councilperson Grenz moved to call the question, seconded by Councilperson Wilcox. On rollcall vote the motion passed 8-0.*

*** *Councilperson Huber moved to approve the Resolution read by title only, seconded by Councilperson Bovee and passed unanimously 8-0.*

ADJOURNMENT

** *Councilperson Wilcox moved to adjourn the meeting, seconded by Councilperson Huber and passed unanimously 8-0.*

The meeting was adjourned at 7:52p.m.

John Hollowell, Mayor

Jody Kinsey, Deputy City Clerk

Staff Reports

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, and new sidewalk work is being completed at Bridge St. & S. Lake, and 319 N. 9th 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 KLJ and in the design and engineering stage. A Capital Improvement Plan is being considered by Great West Engineering and a scope of work has been approved by the council.

4. Information about State, County and utilities projects throughout the city. MDU has completed year #2 of its gas line repairs and Top Gun Asphalt is going to repair the rest of the service cuts this month.

5. Budget variations exceeding current budgeted ceilings, including overtime expenditures. No budget variations at this time for the Streets and Parks.

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 August is 15.4 hours for Public Works. The Parks Department and the Oasis, Splash Pad and Frog Pool operations are closed for this year. Total hours for Parks overtime for August was 111.5 Hours.

New Business



City of Miles City

Downtown Urban Renewal District
Business Assistance Grant

(Please complete and attach all necessary documentation)

BUSINESS INFORMATION

Name of Applicant: John + Jennifer Goff
 Business Name: JGoff, LLC DBA Milestone Property Management
 Mailing Address: P.O. Box 683 Miles City, MT 59301
 Project Physical Address: 226 South 5th Street Miles City, MT 59301
 Principal Contact: John Goff
 Phone number: 406-853-2191 E-Mail: jgoff2191@gmail.com
 Tax ID # 26-0110370 Type: Corp LLC Partnership Sole Prop
 Date business was formed: August 2007 Date of Property Acquisition: March 2020
 Insurance Carrier: Nationwide

Legal Business Owners:

Shareholders/Partners	Address	% Owned
John Goff	P.O. Box 683 Miles City, MT 59301	50%
Jennifer Goff	P.O. Box 683 Miles City, MT 59301	50%

*A current financial statement for each shareholder involved in the project may be required as well as documentation of financial capacity. (This information will be kept confidential, subject to challenge in a court of law.)

Description of business (project or services provided, etc) Property Management

EMPLOYMENT

Number of retained positions: Full Time 6 Part Time Avg Hourly Wage 15

Number of new positions to be created: Full Time Part Time Avg Hourly Wage

Please provide a summary of the fringe benefits provided to employees:

**Attachment:* If applicable, please attach an Excel spreadsheet listing and describing the job classifications, average wage and a schedule of when you anticipate the positions will be created and filled.

PROJECT INFORMATION

Proposed project description: Replace deteriorated and buckling Concrete Sidewalks and Street curbs, to make a safe walking area for all. Being across the Street from Riverside Park there is a high traffic of many walkers/Joggers of all ages. We have already removed all the trees on our own expense.

Estimated Project Start Date: Upon funding Estimated Project Completion date: 2 week or less from Start.

Project Architectural Firm: _____

Primary Architectural Contact: _____

Address: _____

Phone: Office: _____ Cell: _____ Email: _____

Project Contractor: Diamond J Construction

Primary Contractor Contact: John Peila

Address: P.O. Box 520 Miles City, MT 59301

Phone: Office: 406-234-1504 Cell: 406-951-1504 Email: diamondjconstruction@live.com

To the applicant's knowledge, has said contractor or architect ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last 10 years? No Yes ___ If yes, explain:

PROJECT BUDGET

Total Proposed Project Cost:	<u>\$22,290⁰⁰</u>
Total Business Assistance Request:	<u>\$20,790⁰⁰</u>

Attachment 1: Please attach an Excel spreadsheet with a detailed itemized Project Budget, including (where applicable) acquisition, architectural design/supervision, contractor, permitting and other associated fees. Please provide an electronic version to the TIFD Board Coordinator as well)

Attachment 2: Attach bids for each proposed project expense where applicable

Project Financial Lender: N/A

Primary Lender Contact: _____

Address: _____

Phone: _____ E-mail: _____

Lender Commitments: **(Please attach letters of credit or other documentation.)**

Lender	Loan Amount	Interest	Term	Payment/Period
_____	\$ _____	\$ _____	_____	\$ _____ / _____ Month
_____	\$ _____	\$ _____	_____	\$ _____ / _____ Month

BUSINESS AND FINANCIAL
INFORMATION

The following business or personal (as applicable) financial information may be required in addition to that requested above:

- Business Plan
- Business Pro Forma
- Company Balance Sheet
- Company Income Statement
- Additional Financial Information as requested

Annual amount of property taxes: \$ 2823.75 Are Property Taxes Current: Yes No

If no, please explain: _____

Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? No Yes If yes:

Name: _____ Date Adjudicated: _____ Place _____

Additional Information: _____

Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past 10 years? No Yes If yes, list the

Date: _____ Charge: _____

Court: _____ Final Disposition: _____

Location: _____

CERTIFICATION

I (we), John & Jennifer Goff (please print),

certify that the statements and estimates within this application as well as any and all documentation submitted as attachments to this application under separate cover are true and correct to the best of my (our) knowledge and belief.

Name	<u>John Goff</u>	Name:	<u>Jennifer Goff</u>
Signature	<u><i>John Goff</i></u>	Signature	<u><i>Jennifer Goff</i></u>
Title	<u>owner</u>	Title:	<u>owner</u>
Date	<u>6-22-23</u>	Date:	<u>6/22/23</u>



PO Box 520
2612 Tractor Ave.
Miles City, MT 59301
406-234-1504 office 406-234-9036 fax
Contact: John Peila
Email: diamondjconstruction@live.com

Proposal

Date: June 15, 2023

To: John Goff

Project: Sidewalk

Tear out and replace sidewalk in front of building

110'x13'6" sidewalk to boulevard

Install 4" new gravel if needed under walk

78' of curb tear out and replace with thickened edge sidewalk

1485 sq ft thickened edge walk/curb @ \$14.00/sq ft

BASE BID - \$20,790.00

*****ALT 1 - \$1,500.00 if you want ADA sidewalk replaced**

All material is guaranteed to be as specified and will be completed per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders and will represent an extra charge in addition to the estimate given. All agreements are contingent upon strikes, accidents, or delays beyond our control. Work will be completed by workers fully covered by workmen's compensation insurance

Authorized Signature: _____ John Peila

We reserve the right to withdraw this proposal if not accepted within 5 days.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are accepted. Signature of this proposal authorizes work to be completed as specified. Payment will be made as stated above.

Date of acceptance: 6-18-23

Signature: _____

Samantha Malenovsky

From: Birney, Thomas <thomas.birney@fema.dhs.gov> on behalf of Birney, Thomas
Sent: Friday, September 1, 2023 3:31 PM
To: Samantha Malenovsky; Traci Sears
Subject: RE: Regulatory 1415 N. 6th

Good afternoon Sam,

In review of the information submitted, the proposed variance and actions appear to be compliant with the minimum requirements of the NFIP. The variance appears to be for dry floodproofing which is allowed for non-residential buildings. I would advise consultation with the state as it appears it may be in conflict with the state regulations.

Thanks,

Tom

Tom Birney, CFM
National Flood Insurance Program Specialist | FM&I Branch | FEMA Region VIII
Mobile: (720) 281-1278
thomas.birney@fema.dhs.gov

Federal Emergency Management Agency
Fema.gov



FEMA

From: Samantha Malenovsky <smalenovsky@milescity-mt.org>
Sent: Friday, September 1, 2023 11:03 AM
To: Traci Sears <tsears@mt.gov>; Birney, Thomas <thomas.birney@fema.dhs.gov>
Subject: FW: Regulatory 1415 N. 6th

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Tom and Traci,

I was wondering if you could give me some regulatory review for the following items regarding the property at 1415 N. 6th. I have attached the hydraulic report and Traci's notes regarding this property along with my staff report (which wasn't included before).

The applicant has applied for a flood application which I have denied as per our Ordinance and has put in for a variance which will go before council on September 12th. If I could get a response by the 5th or 6th that would be awesome, but I do understand you guys are very busy.

As was agreed with the applicant they are going to have the entire structure (old and new) floodproofed and getting a certificate stating it was done in compliance with regulations. Getting an elevation certificate and being in compliance with the IBC.

As our Ordinance states the applicant will have one year for the issuance of a floodplain permit (which will probably be the day after the council meeting, September 13th) to become compliant with all the regulations and obtaining all the certificates as stated above.

Respectfully,

Samantha Malenovsky, CFM
City of Miles City
Floodplain Administrator, Asst. Public Works/Utilities,
AutoCad Tech., CRS Coordinator
17 S. 8th St.
PO Box 910
Miles City, MT 59301
406-234-3493
Fax: 406-234-6392

City of Miles City
STAFF REPORT-Variance
Eckart Trucking-1415 N. 6th
Hearing date before council: September 12, 2023

VARIANCE DESCRIPTION:

Applicant is seeking relief from Article 6 *Prohibited Uses, Activities and Structures within the Regulated Flood Hazard Area, Section 12-26 Floodway.*

The following artificial obstructions and nonconforming uses are prohibited in the Floodway of the Regulated Flood Hazard Area, except for those established before land use regulations have been adopted: (MCA 76-5-404(3))

A building for residential or non-residential purposes; (MCA 76-5-403(1), (ARM 36.15.605) (1a)), (ARM 36.15.605(2b), (ARM 36.15.605(2)(a)).

1. A structure, fill, or excavation that would cause water to be diverted from the Floodway, cause erosion, obstruct the natural flow of waters or reduce the carrying capacity of the Floodway. Notwithstanding these requirements, excavation or fill may be allowed when it is a component to a permitted use allowed in these regulations; (MCA 76-5-403(2)).

BACKGROUND:

A. Owner/Applicant:

Current: Eckart Trucking
1415 N. 6th
Miles City, MT 59301

B. Location:

The property is located at 1415 N. 6th St., Miles City, Montana and is legally described as in the MILWAUKEE PARK ADDITION, S28, T08 N, R47 E, BLOCK 003, Lot 001 - 007, FRL, BLK 8 LTS 1-11, BLK 9 LTS 1-9, FRL, VACATED TRUSCOTT ST, PT VACATED 5TH ST, RESOLUTION 1977.

C. Existing Land Use:

The current property is being used as Heavy Commercial and is zoned as Heavy Commercial/Light Industrial (HCLI) on approximately 1.685 acres.

D. Adjacent Land Uses:

Properties in the neighborhood vary between single-family homes and commercial. Zoning varies with HCLI to the south, open space and Residential A to the east, Highway 22 to the west and the Yellowstone River to the north.

REVIEW AND FINDINGS OF FACT

Applicant is requesting the right to construct an addition to an existing structure. Addition and existing building are approximately 250 feet from the current Yellowstone River levee and located within the Floodway, Zone AE

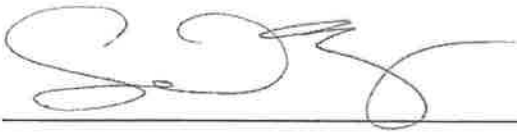
Base Flood Elevation (BFE):	2355.2 feet
Average Lowest Elevation of surrounding area	approximately 2354.0 feet
Lowest Floor of the proposed structure	approximately 2354.2 feet

REVIEW CRITERIA

1. **There is a good and sufficient cause. Financial hardship is not a good and sufficient cause.**
Applicant has and will follow all regulations as stated in Sections 12-36 through 12-49 along with the dry floodproofing requirements (12-51.15) as set in the Ordinance, Chapter 12, and the agreed upon settlement.
2. **Failure to grant the variance would result in exceptional hardship to the applicant.**
Applicant inherited this business from father and business has been at this location pre-FIRM. There is not property located in the flood fringe or outside the floodplain that is zoned correctly for this type of business. Applicant agrees to follow regulations and the agreed upon settlement.
3. **Residential and nonresidential buildings are not in the Floodway except for alterations or substantial improvement to existing building. Residential dwellings including basement and attached garages do not have the lowest floor elevation below the Base Flood Elevation.**
Property is located in floodway and the addition is structurally attached and a substantial improvement. Applicant has shown through the Hydrologic and Hydraulic Analysis that the addition will not cause a rise in the floodway greater than 0.00 feet. Applicant also agrees to follow all regulations as they pertain to the property and agreed upon settlement.
4. **Any enclosure including a crawl space must meet the requirements of Section 12-51.14, Wet-flood Proofing if the enclosure interior grade is at or below the Base Flood Elevation.**
Applicant is to dry floodproof the building as per regulations and agreed upon settlement.
5. **Granting of a variance will not result in increased flood heights to existing buildings, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances.**
Refer to attached H&H analysis which shows an increase of 0.00 feet to the Base Flood Elevation (BFE). Applicant is also to bring the building into compliance with the building engineers report (Dynamic Analysis), notes from the site visit conducted by DNRC, dated May 22, 2023 and any other requirements in the agreed to settlement.
6. **The proposed use is adequately flood proofed.**
Applicant has agreed to dry flood proof the existing and addition as per agreed to settlement.
7. **The variance is the minimum necessary, considering the flood hazard, to afford relief.**
Requested variance meets Section 12-36 through 12-49 and will follow any other regulations to dry floodproof the building.
8. **Reasonable alternative locations are not available.**
Applicant inherited this business from father and business has been at this location pre-FIRM. There is not property located in the flood fringe or outside the floodplain that is zoned correctly for this type of business. Applicant agrees to follow regulations and the agreed upon settlement.
9. **An encroachment does not cause an increase to the Base Flood Elevation that is beyond that allowed in these regulations.**
Refer to attached H&H analysis which shows an increase of 0.00 feet to the Base Flood Elevation (BFE).
10. **All other criteria for a Floodplain permit besides the specific development standard requested by variance are met.**
Yes, all other criteria will be meet within the Floodplain permit and local Ordinance.

STAFF RECOMMENDATION:

Approve with conditions that all the agreed_ items in the attached settlement are meet.



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

9-6-23

Date

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

Mutual Release, Tolling and Settlement Agreement

This Mutual Release and Settlement Agreement (“Agreement”) is entered into between the City of Miles City, Montana (the “City”), and Eckart Trucking, Inc. (“Eckart Trucking”) and William Eckart, individually, (collectively “Eckart”).

WHEREAS, the Parties mediated a dispute on June 30, 2023, arising out of their respective allegations, claims and counterclaims, asserted in *Miles City v. Eckart*, DV 21-31, Montana’s Sixteenth Judicial District Court, *Eckart v. Miles City*, CV 21-66, U.S. District Court, District of Montana, and *Miles City v. Eckart* CV 21-68, U.S. District Court, District of Montana (collectively the “Lawsuit”). During mediation, the Parties reached a contingent settlement agreement that was memorialized in a Memorandum of Understanding. Some, but not all, of the terms of the Memorandum have been completed and the Parties wish to reduce the June 30, 2023, settlement agreement and Memorandum of Understanding into the following written Agreement.

Agreement

In consideration of the covenants and performance called for hereafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Terms of Settlement.** The Parties agree to the following settlement terms. Following the completion of these items, the Parties agree to a mutual release of all claims.
 - a. The Parties have dismissed, without prejudice, the claims and counterclaims in DV 21-31, Montana’s Sixteenth Judicial District Court, and agree the statutes of limitations for all claims and counterclaims will be tolled through December 31, 2024 (unless they are otherwise released as provided for in this Agreement).
 - b. Eckart Trucking will reimburse the City \$2,000 for its costs in retaining a private building inspector related to this matter after approval of the variance as set forth below and invoice from the City.
 - c. Eckart Trucking has submitted an application for a floodplain permit and paid the associated fees. The permit was denied and Eckart Trucking subsequently applied for a variance and paid the associated fees.
 - d. Eckart Trucking’s variance application was granted by the City Council on September 12, 2023. Pursuant to the terms of the variance, Eckart Trucking will obtain (a) a valid floodproofing certificate for the entire existing structure (not just the addition), (b) a valid elevation certificate, and (c) a certification of compliance with the International Building Code by a licensed engineer. The

City is not making any representations on what will be needed to acquire these certificates. Eckart Trucking understands that obtaining the requisite certificates may require significant alterations and/or new construction.

- e. The City will issue a floodplain permit allowing Eckart Trucking one year from the date of issuance to comply with the provisions set forth in Paragraph 1(d), above.
- f. Upon completion of the improvements contemplated in Paragraph 1(d), the City will issue a certificate of compliance.
- g. Upon the issuance of the certificate of compliance, the parties' claims which accrued prior to that date will be fully released as set forth in Paragraph 2 below and the provisions of Paragraphs 3 and 5 shall apply.
- h. This Agreement is contingent on the Montana DNRC and FEMA approving Eckart Trucking's compliance with applicable law , so that the City does not place its status in the NFIP program at risk.
- i. If the contingencies set forth above are not fully completed, the Parties' settlement agreement will be void and each party will retain all claims and counterclaims. Further, the Parties' memorandum of understanding, this settlement agreement, and all acts taken to complete the terms above shall be without prejudice to each parties' rights in further litigation.

2. **Mutual Release.** Upon the completion of the terms set forth in Paragraph 1, the Parties fully and forever mutually release and discharge each other and their heirs, executors, personal representatives, successors, assigns, agents, partners, investors, parent companies, subsidiary companies, employees, insurers, reinsurers, and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Lawsuit described above.

3. **Future Damages.** Inasmuch as the injuries, damages, and losses resulting from the events described in the Lawsuit may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties agree, as a further consideration of this Agreement, that this Agreement applies to any and all injuries, damages and losses arising from the events described in the Lawsuit, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. **No Admission of Liability.** It is understood that the Terms of Settlement is accepted as the sole consideration for full satisfaction and accord to compromise a disputed

claim, and that neither the performance of the Terms of Settlement nor the negotiations for settlement shall be considered as an admission of liability by any Party, and that, to the contrary, the Parties hereby released deny any liability or wrongdoing and intend by this settlement merely to avoid litigation and to buy their peace.

5. **No Additional Claims.** The Parties represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Mutual Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to either Party for the losses and damages for which this Mutual Release is given, the Parties covenant and agree to indemnify and save the other from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

6. **Merger.** The Parties further acknowledge that the only consideration for signing this Agreement are the terms stated in this Agreement, and that no other promise or agreement of any kind has been made to induce the Parties to enter into this Agreement.

7. **Disclaimer.** The Parties have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of Parties' own free will and accord.

8. **Severability.** Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

9. **Choice of Law.** The laws of the State of Montana shall apply to the interpretation of this Agreement.

10. **Further Documents.** To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such documents as may be required to carry out the terms of this Agreement.

11. **Agreement to Act in Good Faith.** The Parties represent and warrant that they will act timely and reasonably with any future act or condition necessary to effectuate the terms and conditions of this Agreement.

12. **Final Agreement.** This written Agreement constitutes the final agreement between the Parties and shall supersede any oral agreements to the contrary.

Dated this ___ day of September, 2023.

City of Miles City

Eckart Trucking, Inc.

John Hollowell, Mayor

Williams Eckart, President

William Eckart, individually



CITY OF MILES CITY

FLOODPLAIN VARIANCE APPLICATION

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

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

Date of Application: 8-11-23

Receipt: 75047

Section A: Owner Information

Applicant Name Eckart Trucking, Inc

Address PO Box 325 Phone (406) 232-1710

City Miles City State Montana Zip 59301

Owner Name (if different from above)

Address Phone

City State Zip

Section B: Property Information

Legal Description and/or address of property See original July 2023 application

Addition Milwaukee Park Block 3, 8, 9 Lot(s) 1-7, 1-11, 1-9

Geocode (if available) 14174028209090000

Name of Stream/water body at location of activity Yellowstone River

The proposed development is in the X Floodway Flood Fringe Floodplain with no elevation

The Base Flood Elevation (BFE) at the project site is See Eckart Trucing Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023

The lowest adjacent grade of the property is See Analysis

The lowest floor of the proposed structure is See Analysis

Section C: Basis of Variance Request

Cite the minimum development standard of the Floodplain Hazard Management Regulations from which a variance is sought

Article 6, Structures in the Floodway—Based on Floodplain Administrator's July 17, 2023 Letter

Explain how proposed development would vary from the provision of the *Floodplain Hazard Management Regulations* **Structures in Floodway will be authorized based on no-rise certification and compliance with the Purposes of the Floodplain Ordinance Section 12-4**

Section D: Application for Variance

Complete a Joint Permit Application and the attached worksheet to address the submittal requirements of the City's *Floodplain Hazard Management Regulations* **Joint Application previously submitted, July 2023 and is incorporated**

Worksheet completed and attached

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

William D. Eckart for William D. Eckart 8-11-23
Applicant's Name AS ATTORNEY IN FACT Date

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

Section E: Affected Landowners

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

John & Katherine Gamble 1402 N. 6th St. MC. MT

Cari Blake & Nathan Jewell 1414 N. 6th St. MC. MT

State of Montana PO Box 200701 Helena, MT 59620

RECORD OF VARIANCE ACTIONS: TO BE COMPLETED BY FLOODPLAIN ADMINISTRATOR

Variance Request submitted on 8-11-23 Fee Paid \$ 300 -

Public Notice Given 8-19-23 Variance Hearing held on 9-12-23

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



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

CITY OF MILES CITY

APPLICATION WORKSHEET FOR VARIANCES TO THE FLOODPLAIN HAZARD MANAGEMENT REGULATIONS

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

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

1. Will the structure or proposed activity/use reside on 0,5 acre or less? **YES** **xNO**
 If NO, what is the size of the lot or parcel? 2.4 acres — parcel w/ bldg. per Mt. DOR

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

2. Are the surrounding properties pre-FIRM (built before 1983)? **Unknown** **YES** **NO**
3. Are the lowest floor of the pre-FIRM structures on the adjoining and contiguous lots below the base flood elevation? **Unknown** **YES** **NO**
4. Is the proposed work on a recognized historic structure? **YES** **xNO**

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

5. Is the proposed work the minimum necessary, considering the flood hazard, to afford relief?

Yes.

6. Does the project show good and sufficient cause for the variance? Financial hardship is not a good and sufficient cause. Describe the exceptional hardship Lot elevation, topography and location requires variance based on existing structure which is certified as a no-rise encroachment per City's July 17, 2023 denial letter

7. Are basements and/or the lowest floor elevation of a residential structure below the Base Flood Elevation? Yes (will be finally determined with Elevation Certificate)

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

9. Describe your analysis or supporting information that the granting of this variance does not result in increased flood height to the existing insurable building, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other existing local laws or ordinances.
See "Eckart Trucking Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023" for description of previously completed work. Document is attached to initial July 2023 application.

10. Describe how the structure is/or will be adequately flood proofed.
See notes from Mt. DNRC "Miles City Notes from Site Visit on May 22, 2023." Document is attached to initial July 2023 application. Applicant will obtain floodproofing certificate.

11. Describe why reasonable alternative locations outside the Floodplain are not available or possible.
None of Applicant's property is located outside the Floodway.

12. Describe the data or information that there is no danger to life and property by erosion damage or water that may be backed up or diverted by the obstruction or use.
See "Eckart Trucking Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023". Document is attached to initial July 2023 application.

13. Describe your supporting information that there will not be a danger of materials being swept onto other lands or the injury of others.
See response to Question #12 above

14. Describe how the construction or alteration of the obstruction or use in such a manner is designed as to lessen the danger.
See response to Question #12 above

15. Describe the permanence of the obstruction or use. The structure is permanent.

16. Describe the impacts of the obstruction or use affect the anticipated development in the foreseeable future of the surrounding area. None. See response to Question #12 above.

17. Describe if the failure to comply with the Floodplain regulations results in an exceptional hardship to the applicant. See response to Questions #6 and 9 above. Compliance with Floodplain regulations are inapplicable due to no-rise certification in "Eckart Trucking Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023"

18. Describe how the granting of a variance does not adversely affect existing properties or structures. See "Eckart Trucikng Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023"

19. Describe the estimated cost and damage of the proposed facility and its contents to flood damage and the effect of such damage on the owner. In the unlikely event of loss, the value of building and whatever contents not removed. Contents with significant value are immediately movable. See Mt. DOR tax valuations for initial estimate of building value.

20. Describe the importance of the services to be provided by the facility to the community. Facility provides numerous jobs for City and nearby residents during late fall and winter months as it is used to prepare equipment for summer projects.

21. Describe the public services, including fire and rescue that may or may not be provided during various flood events. Miles City, Montana municipal services.

22. If this facility is located on the waterfront, describe the necessity for that location. The facility is not on the waterfront of the Yellowstone River.

23. Describe the safety and access of emergency vehicles to the property during times of various flood events. Miles City, Montana public roadways on all accessible sides of property.

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City of Miles City.

Diana Gordon for William D. Eckart AS ATTORNEY IN FACT Date 8-11-23
Signature of Applicant

Diana Gordon for William D. Eckart AS ATTORNEY IN FACT
Signature(s) of Owner(s)
(Must be notarized)

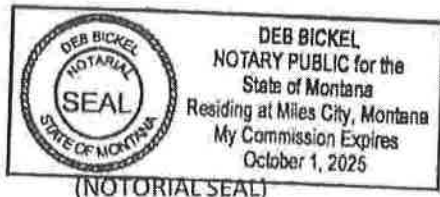
Signature(s) of Owner(s)
(Must be notarized)

*Agent must provide documentation that they are legally representing the property owner.

STATE OF Montana)
COUNTY OF Custer) ss

On this 11th day of AUGUST, 2023, before me, the undersigned, a Notary Public for the State of MONTANA, personally appeared DIANA GORDON, known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Deb Bickel
Notary's Printed Name: Deb Bickel
Notary Public for the State of MONTANA
Residing in Miles City MT
My Commission Expires: October 1, 2025



**ENGINEERING / OPERATIONS & UTILITIES
DEPARTMENT**



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

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

NOTICE FOR PUBLIC COMMENT

REQUEST FOR FLOODPLAIN VARIANCE

The City of Miles City Board of Appeals has received the following Floodplain Variance request:

A request made by Eckart Trucking for the construction of an addition to a commercial shop in the 100-year floodplain. The site is located at 1415 N. 6th St. and is legal described as S28, T08N, R47E, MILWAUKEE PARK ADDITION, BLOCK 003, Lot 001 - 007, FRL, BLK 8 LTS 1-11, BLK 9 LTS 1-9, FRL, VACATED TRUSCOTT ST, PT VACATED 5TH ST, RESOLUTION 1977. Applicant is seeking a variance for a new addition in the floodway.

This site is currently mapped as an AE flood hazard zone with base flood elevation given.

A more precise map and description of the proposal and variance is available for review at the City of Miles City, City Hall at 17 South Eighth Street, Miles City, Montana. Written or oral comments concerning the above request should be directed to the Floodplain Administrator at City of Miles City, PO Box 910, Miles City, MT 59301; or via phone: (406) 234-3493 or email: smalenovsky@milescity-mt.org.

Comments will be received through Monday, September 11, 2023 until 5:00pm. The hearing will be held Tuesday, September 12, 2023 at 6:00 p.m. in the City Hall Conference Room, 17 South 8th Street, Miles City, Montana, 59301.

Samantha Malenovsky, CFM
Floodplain Administrator
City of Miles City

**AFFIDAVIT OF PUBLICATION
STATE OF MONTANA,
COUNTY OF Yellowstone**

I, Crystal Nagel, Legal Specialist
being first duly sworn, depose and say that I am the principal clerk of the publisher newspaper(s) listed below in general circulation; that I know from my personal knowledge that the Legal

AD#: 410374

Sort Text: NOTICE FOR PUBLIC COMMENT REQUEST FO...

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for:

Miles City Star

This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/19/2023 and the last insertion being on 08/19/2023.

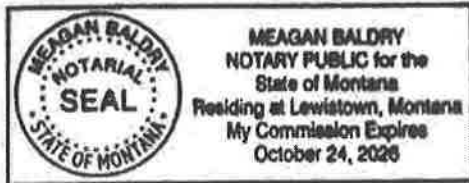
Total Cost: \$108.69

Subscribed and sworn by _____
before me on:

On 21st day of August, in the year of 2023

Meagan Baldry
Notary Public for the State of Montana Residing at;

Lewistown
Montana



**NOTICE FOR PUBLIC
COMMENT
REQUEST FOR
FLOODPLAIN
VARIANCE**

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Samantha Malenovsky,
CFM

Floodplain Administrator
City of Miles City

PUBLISH DATE:
August 19, 2023



ENGINEERING/OPERATIONS & UTILITIES
DEPARTMENT



17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

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

CITY OF MILES CITY

Eckart Trucking
1415 N. 6th St.
PO Box 325
Miles City, MT 59301

July 17, 2023

RE: Denial of Floodplain Application for structure located at 1415 N. 6th Geocode: 14-1740-28-2-09-09-0000

Mr. Eckart,

July 14, 2023 you applied for a floodplain application for the construction of an addition to an existing structure in the floodway. This application is denied as the City of Miles City's Code of Ordinances states:

ARTICLE 6. PROHIBITED USES, ACTIVITIES AND STRUCTURES WITHIN THE REGULATED FLOOD HAZARD AREA

Sec. 12-26 FLOODWAY

The following artificial obstructions and nonconforming uses are prohibited in the Floodway of the Regulated Flood Hazard Area, except for those established before land use regulations have been adopted: (MCA 76-5-404(3))

A building for residential or non-residential purposes; (MCA 76-5-403(1), (ARM 36.15.605) (1a)), (ARM 36.15.605(2b)), (ARM 36.15.605(2)(a)).

1. A structure, fill, or excavation that would cause water to be diverted from the Floodway, cause erosion, obstruct the natural flow of waters or reduce the carrying capacity of the Floodway. Notwithstanding these requirements, excavation or fill may be allowed when it is a component to a permitted use allowed in these regulations; (MCA 76-5-403(2)).

Since an encroachment analysis has been submitted with this application which shows a no-rise to the Base Flood Elevation (BFE) you may apply for a variance before the City Council.

The NFIP is a voluntary program that the community requested to participate in. By participating in the NFIP, all residents within the community are eligible to purchase NFIP flood insurance. The community also becomes eligible for additional Federal disaster assistance. In return, the community is required to regulate development within the Special Flood Hazard Area and maintain a sound floodplain management program. Failure to do so can lead to the entire community losing the availability to purchase NFIP flood insurance and lose of some Federal disaster assistance.

If you have any questions or if more information is needed, please feel free to contact Samantha Malenovsky, Certified Floodplain Manager at the City of Miles City, 17 S. 8th St. or by calling 406-234-3493 or by email at smalenovsky@milescity-mt.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'S. Malenovsky', with a long horizontal flourish extending to the right.

Samantha Malenovsky, CFM
Floodplain Administrator

Revised: 5/12/2021 310 Form 270 and instructions may be downloaded from: www.dnr.mt.gov/licenses-and-permits/stream-permitting	AGENCY USE ONLY: Application # <u>2006</u> Date Received <u>7-14-23</u>
Date Accepted _____ / Initials _____ Date Forwarded to DFWP _____	
<i>This space is for all Department of Transportation and SPA 124 permits (government projects).</i>	
Project Name _____	Contract letting date _____
Control Number _____	_____
MIPA/NEPA Compliance <input type="checkbox"/> Yes	<input type="checkbox"/> No If yes, #C5 of this application does not apply.

Receipt: 74990

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

- This is a standardized application to apply for one or all local, state, or federal permits listed below.**
- Refer to instructions to determine which permits apply and submit a signed application to each applicable agency.
 - Incomplete applications will result in the delay of the application process.
 - The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.
 - Other laws may apply.

✓	PERMIT	AGENCY	FILL OUT SECTIONS	FEE
	310 Permit	Local Conservation District	A - E and G	Inquire locally
	SPA 124 Permit	Department of Fish, Wildlife and Parks	A - E and G	No fee
	318 Authorization 401 Certification	Department of Environmental Quality	A - E and G	\$250 (318) \$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation Trust Lands Management Division	A - E and G	\$50, plus additional fee
	Section 404 Permit, Section 10 Permit	U.S. Army Corps of Engineers (USACE)	A - G F 1-8	Varies (\$0 - \$100)
X	Floodplain Permit	Local Floodplain Administrator	A - G	Varies by city/county (\$25 - \$500+)

A. APPLICANT INFORMATION

APPLICANT NAME (person responsible for project): Eckart Trucking Inc.

Has the landowner consented to this project? X Yes No

Mailing Address: PO Box 325 Miles City, MT 59301

Physical Address: 1415 N. 6th St. MC, MT

Cellphone: 406-951-2525 Home Phone: _____ E-Mail: eti@midrivers.com

LANDOWNER NAME (if different from applicant): _____

Mailing Address: _____

Physical Address: _____

Cellphone: _____ Home Phone: _____ E-Mail: _____

CONTRACTOR/AGENT NAME (if applicable): _____

PRIMARY CONTACT NAME: _____

Mailing Address: _____

Physical Address: _____

Cellphone: _____ Home Phone: _____ E-Mail: _____

B. PROJECT SITE INFORMATION

1. NAME OF STREAM or WATER BODY at project location Yellowstone Nearest Town Miles City
Project Address/Location: Milwaukee Park Addition, Block 003, Lot 001 - 007, FRL, BLK 8 LTS 1-11, BLK 9 LTS 1-9,
FRL, Vacated Truscott St, PT Vacated 5th ST, Resolution 1977 County Geocode (if available): 14174028209090000
1/4 of the 1/4 of, Section 28, Township 08N, Range 47E, County Custer
Latitude 46.420190, Longitude -105.857248 Refer to section B1 in the instructions.

2. Is the proposed activity within SAGE GROUSE areas designated as general, connected, or core habitat?

Yes No Attach consultation letter if required. Refer to section B2 in the instructions.

3. Is this a STATE NAVIGABLE WATERWAY? The state owns beds of certain navigable waterways.

Yes No If yes, send a copy of this application to the appropriate DNRC land office. Refer to section B3 in the instructions.

4. WHAT IS THE CURRENT CONDITION OF THE PROPOSED PROJECT SITE? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands. What vegetation is present? Refer to section B4 in the instructions.

Project is currently 300 feet from nearest bank. Located in commercial area no vegetation present on site.

C. PROPOSED PROJECT OR ACTIVITY INFORMATION

1. TYPE OF PROJECT (check all that apply) Refer to section C1 in the instructions.

Agricultural and Irrigation Project: Diversions, Headgates, Flumes, Riparian fencing, Ditches, etc.

Building/structures: Accessory Structures, Manufactures Homes, Residential or Commercial Buildings, etc.

Channel/Bank Projects: Stabilization, Restoration, Alternation, Dredging, Fish Habitat, Vegetation or Tree Removal, or any other work that modifies existing channels or banks.

Crossings/Roads: Bridge, Culvert, Fords, Road Work, Temporary Acce4ss, or any project that crosses over or under a stream or channel.

Mining Projects: All mining related activity, including: Placer Mining, Aggregate Mining, etc.

Recreation related Projects: Boat Ramps, Docks, Marinas, etc.

Other Projects: Cistem, Debris Removal, Excavation/Pit/Pond, Placement of Fill, drilling or directional boring, Utilities, Wetland Alterations. Other project types not listed here _____

2. IS THIS APPLICATION FOR an annual maintenance permit? Yes No
(If yes attach annual plan of operation to this application) – Refer to section C2 in the instructions)

3. WHY IS THIS PROJECT NECESSARY? STATE THE PURPOSE OR GOAL of the proposed project. Refer to section C3 in the instructions.

To utilize the land on which the project sits as its highest and best use while complying with Federal and State law and the Purpose of the Miles City Floodplain Ordinance including Section 12-4.

4. PROVIDE A BRIEF DESCRIPTION of the proposed project plan and how it will be accomplished. Refer to section C4 in the instructions. Please see the attached "Miles City Notes from Site Visit on May 22, 2023" and "Eckart Trucing Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023" for a project description

5. **WHAT OTHER ALTERNATIVES** were considered to accomplish the stated purpose of the project? Why was the proposed alternative selected? Refer to section C5 in the instructions.

None

6. **NATURAL RESOURCE BENEFITS OR POTENTIAL IMPACTS.** Please complete the information below to the best of your ability.

* Explain any temporary or permanent changes in erosion, sedimentation, turbidity, or increases of potential contaminants.

What will be done to minimize those impacts?

Minimal to no erosion, sedimentation or turbidity issues due to distance (300 feet) of project and type of project.

• Will the project cause temporary or permanent impacts to fish and/or aquatic habitat? What will be done to protect the fisheries?

No fish/aquatic habitat will be impacted during this project due to distance.

• What will be done to minimize temporary or permanent impacts to the floodplain, wetlands, or riparian habitat?

Regulations will be followed to minimize floodplains, wetlands and riparian habitat.

• What efforts will be made to decrease flooding potential upstream and downstream of the project?

Project location is 300 feet from nearest stream or river or other water source.

• Explain potential temporary or permanent changes to the water flow or to the bed and banks of the waterbody. What will be done to minimize those changes?

No work is being done along any bank/bed or wetland.

• How will existing vegetation be protected and its removal minimized? Explain how the site will be revegetated. Include weed control plans.

Addition was built on a barren area with no existing vegetation.

D. CONSTRUCTION DETAILS

1. **PROPOSED CONSTRUCTION DATES.** Include a project timeline. Start date ____/____/____
Finish date ____/____/____ How long will it take to complete the project? ____.
Is any portion of the work already completed? Yes No (If yes, describe previously completed work.) Refer to section D1 in the instructions.

Please see the attached "Miles City Notes from Site Visit on May 22, 2023" and "Eckart Trucing Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023" for description of previously completed work

2. **PROJECT DIMENSIONS.** Describe length and width of the project. Refer to section D2 in the instructions.

Please see the attached "Miles City Notes from Site Visit on May 22, 2023" and "Eckart Trucing Inc. Hydrologic and Hydraulic Analysis, Miles City, Montana, June 2023" for a project dimensions

3. **EQUIPMENT** List all equipment that will be used for this project. How will the equipment be used on the bank and/or in the water? Note: All equipment used in the water must be clean, drained and dry. Refer to section D3 in the instructions.

No equipment will be used on the bank and or in the water.

Will equipment from out of state be used? Yes No Unknown
Will the equipment cross west over the continental divide to the project site? Yes No Unknown
Will equipment enter the Flathead Basin? Yes No Unknown

4. **MATERIALS** Provide the total quantity and source of materials proposed to be used or removed. Note: This may be modified during the permitting process therefore it is **recommended you do not purchase materials until all permits are issued.** List soil/fill type, cubic yards and source, culvert size, rip-rap size, any other materials to be used or removed on the project. Refer to section D4 in the instructions.

Cubic yards/Linear feet	Size and Type	Source
None		

E. REQUIRED ATTACHMENTS

1. **PLANS OR DRAWINGS** of the proposed project. **Include:**

- Plan/Aerial view
- an elevation or cross section view
- dimensions of the project (height, width, depth in feet)
- location of storage or stockpile materials dimensions and location of fill or excavation sites
- drainage facilities
- location of existing/proposed structures, such as buildings, utilities, roads, or bridges
- an arrow indicating north
- site photos

2. **ATTACH A VICINITY MAP OR A SKETCH** which includes: The water body where the project is located, roads, tributaries, other landmarks. Place an "X" on the project location. Provide written directions to the site, this is a plan view (looking at the project from above).

3. **ATTACH ANNUAL PLAN OF OPERATION** if requesting a **Maintenance 310 Permit.**

4. **ATTACH AQUATIC RESOURCE MAP.** Document the location and boundary of all waters of the U.S. in the project vicinity, including wetlands and other special aquatic sites. Show the location of the ordinary high-water mark of streams or waterbodies, if requesting a **section 404 or Section 10 Permit.** Ordinary high-water mark delineation included on plan or drawings and/or a separate wetland delineation.

**F. ADDITIONAL INFORMATION FOR U.S. ARMY CORPS OF ENGINEERS (USACE) SECTION 404,
SECTION 10 AND FLOODPLAIN PERMITS.**

Section F should only be filled out by those needing Section 404, Section 10, and/or Floodplain permits. Applicants applying for Section 404 and/or Section 10 permits complete F 1-8. Applicants applying for Floodplain permits, complete all of Section F. Refer to section F in the instructions.

1. Identify the specific **Nationwide Permit(s)** that you want to use to authorize the proposed activity. Refer to section F1 in the instructions.

None needed

2. Provide the **quantity of materials** proposed to be used in waters of the United States. What is the length and width (or square footage or acreage) of impacts that are occurring within waters of the United States? How many cubic yards of fill material will be placed below the ordinary high-water mark, in a wetland, stream, or other waters of the United States? Note: Delineations are required of wetlands, other special aquatic sties, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Refer to section F2 in the instructions.

None needed

3. How will the proposed project avoid or minimize impacts to water of the United States? Attach additional sheets if necessary. Refer to section F3 in the instructions.

No work being done in or around US water

4. Will the project impact greater than 0.10-acre of wetland and/or more than 300 linear feet of stream or other waters? If yes, describe how the applicant is going to compensate (mitigation bank, in-lieu fee program, or permittee responsible) for these unavoidable impacts to water of the United States. Refer to section F4 in the instructions.

No will not impact any wetlands or streams

5. Is the activity proposed within any component of the **National Wild and Scenic River System**, or a river that has been officially designated by Congress as a "study river"? Refer to section F5 in the instructions.

Yes No

6. Does this activity require permission from the USACE because it will alter or temporarily or permanently occupy or use a **USACE authorized civil works project**? (Examples include USACE owned levees, Fort Peck Dam, and others)? Refer to section F6 in the instructions.

Yes No

7. List the **EDANGERED AND THREATENED SPECIES** and **CRITICAL HABITAT(s)** that might be present in the project location. Refer to section F7 in the instructions.

None

8. List any **HISTORIC PROPERTY(S)** that are listed, determined to be eligible or are potentially eligible (over 50 years old) for listing on the National Register of Historic Places. Refer to section F8 in the instructions.

None

9. List all applicable local, state, and federal permits and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit. Refer to section F9 in the instructions.

10. List the NAMES AND ADDRESSES OF LANDOWNERS adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

John & Katherine Gamble 1402 N. 6th St. MC, MT

Cari Blake & Nathan Jewell 1414 N. 6th St. MC, MT

State of Montana PO Box 200701 Helena, MT 59620-0701

11. Floodplain Map Number 30017C0661D Refer to section F11 in the instructions

12. Does this project comply with local planning or zoning regulations? Yes No
Refer to Section F12 in the instructions.

E. SIGNATURES/AUTHORIZATIONS

Some agencies require original signatures, signed in blue ink. After completing the form, make the required number of copies and then sign each copy. Send the copies with original signatures and additional information required directly to each applicable agency.

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

APPLICANT (Person responsible for project):

LANDOWNER:

Print Name: William Eckart

Print Name: Eckart Trucking, Inc.

William Eckart
Signature of Applicant Date 7-14-23
Attorney in Fact

William Eckart
Signature of Landowner Date 7-14-23
Attorney in Fact

*CONTRACTOR/AGENT:

Print Name: _____

Signature of Contractor/Agent Date

*Contact agency to determine if contractor signature is required.



**ENGINEERING/OPERATIONS & UTILITIES
DEPARTMENT**



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

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

NOTICE FOR PUBLIC COMMENT

REQUEST FOR FLOODPLAIN JOINT PERMIT

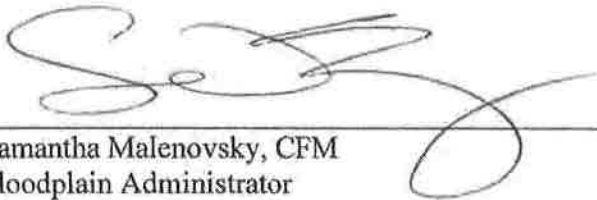
The City of Miles City Floodplain Administrator has received the following Floodplain Joint Permit application:

A request made by Eckart Trucking for the construction of an addition to a commercial shop in the 100-year floodplain. The site is located at 1415 N. 6th St. and is legal described as S28, T08N, R47E, MILWAUKEE PARK ADDITION, BLOCK 003, Lot 001 - 007, FRL, BLK 8 LTS 1-11, BLK 9 LTS 1-9, FRL, VACATED TRUSCOTT ST, PT VACATED 5TH ST, RESOLUTION 1977.

This site is currently mapped as an AE flood hazard zone with base flood elevation given.

A more precise map and description of the proposal is available for review at City Hall, 17 South Eighth Street, Miles City, Montana. Written or oral comments concerning the above request should be directed to the Floodplain Administrator at City of Miles City, PO Box 910, Miles City, MT 59301; or via phone: (406) 234-3493 or email: smalenovsky@milescity-mt.org.

Comments will be received through Monday, September 11, 2023 until 5:00pm. In the event of substantial comment or protest to the issuance of the permit, the Miles City Floodplain Administrator may hold a public hearing to determine whether the permit shall be issued.



Samantha Malenovsky, CFM
Floodplain Administrator
City of Miles City

**AFFIDAVIT OF PUBLICATION
STATE OF MONTANA,
COUNTY OF Yellowstone**

I, Crystal Nagel, Legal Specialist
being first duly sworn, depose and say that I am the princi-
pal clerk of the publisher newspaper(s) listed below in gen-
eral circulation; that I know from my personal knowledge
that the Legal

AD#: 410310

Sort Text: NOTICE FOR PUBLIC COMMENT REQUEST
FO...

a printed copy of which is hereto annexed, was published in
the entire issue of said newspaper for:

Miles City Star

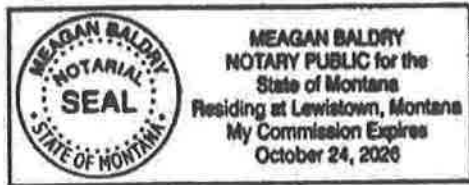
This Public Notice was printed and published in said
newspaper(s) once each week, for 1 successive week(s);
the first insertion being on 08/19/2023 and the last inser-
tion being on 08/19/2023.

Total Cost: \$108.69

Subscribed and sworn by [Signature]
before me on:
On 21st day of August, in the year of 2023

[Signature]
Notary Public for the State of Montana Residing at;

Lewistown
Montana



**NOTICE FOR PUBLIC
COMMENT**

**REQUEST FOR
FLOODPLAIN
JOINT PERMIT**

The City of Miles City
Floodplain Administrator
has received the follow-
ing Floodplain Joint Per-
mit application:

A request made by Eck-
art Trucking for the con-
struction of an addition
to a commercial shop in
the 100-year floodplain.
The site is located at
1415 N. 6th St. and is
legal described as S28,
T08N, R47E, MILWAU-
KEE PARK ADDITION,
BLOCK 003, Lot 001
- 007, FRL, BLK 8 LTS
1-11, BLK 9 LTS 1-9,
FRL, VACATED TRUS-
COTT ST, PT VACATED
5TH ST, RESOLUTION
1977.

This site is currently
mapped as an AE flood
hazard zone with base
flood elevation given.

A more precise map
and description of the
proposal is available
for review at City Hall,
17 South Eighth Street,
Miles City, Montana.
Written or oral com-
ments concerning the
above request should
be directed to the Flood-
plain Administrator at
City of Miles City, PO
Box 910, Miles City, MT
59301; or via phone:
(406) 234-3493 or
email: smalenovsky@
miles-city-mt.org.

Comments will be re-
ceived through Monday,
September 11, 2023 un-
til 5:00pm. In the event
of substantial comment
or protest to the issu-
ance of the permit, the
Miles City Floodplain
Administrator may hold
a public hearing to de-
termine whether the
permit shall be issued.

Samantha Malenovsky,
CFM

Floodplain Administrator

City of Miles City

Publish Dates 8/19

Miles City Notes from Site Visit on May 22, 2023

Property Legally description:

described as Milwaukee Park, Block 3, Lots 1-7, closed street, block 8, Lots 1-11, Miles City, MT

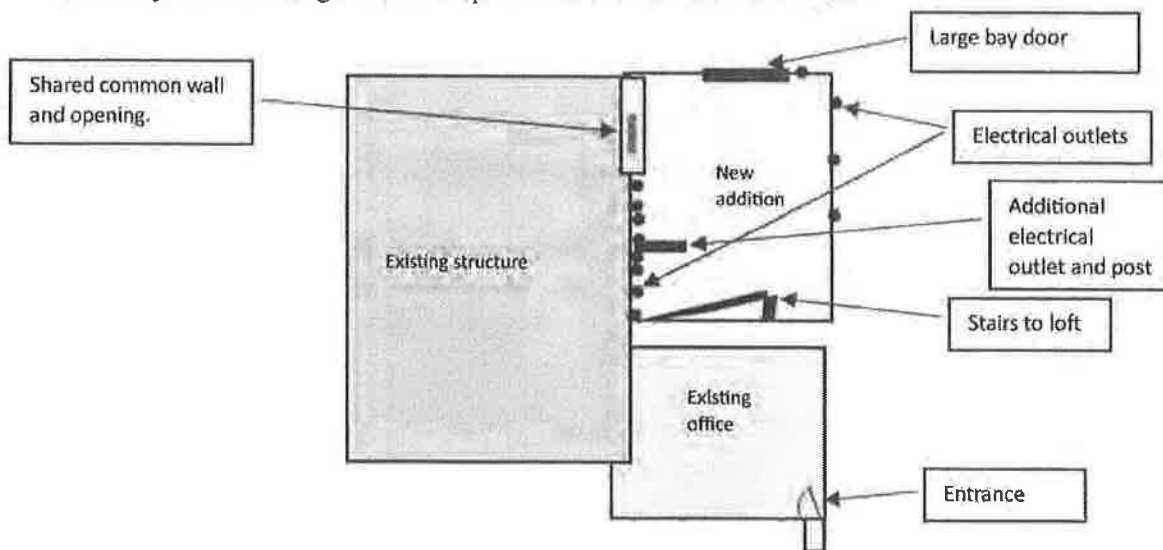
Miles City requested MT Floodplain Community Assistance Program (CAP) assistance to help with a site visit they were conducting on an Eckart Engineering, Inc building (legal description above) on April 22, 2023. Miles City Floodplain Administrator, Samantha Malenovsky was unable to attend the site visit. Tom Speelman, Miles City Public Utilities Director, accompanied Traci Sears, MT NFIP Coordinator, and Shylea Wingard, MT CAP Specialist, on the property and throughout the site visit.

The property owner is in violation for adding on to an existing commercial structure without a permit. The original structure and addition are located in the floodway of the Special Flood Hazard Area, identified on the FEMA FIRMs for Miles City.

Site visit notes:

There are three parts to the building now –

1. The section in light blue is the office and main entrance. Existing structure.
2. The bluish grey area is a large commercial warehouse with an open concept. Existing structure.
3. The yellow building is the new open warehouse addition with a loft.



Additional notes:

- 3 attached metal buildings.
- The new addition shares a common wall and opening (large green box) with the pre-existing warehouse structure.
- There are mostly materials and Parts in the building, typical of what you may see with most mechanic shops.
- Outlets in the new addition are about 3 ½ feet from the bottom of the floor. (Dots on the yellow box indicate the approximate outlet locations in the new addition.)
- There is one electrical outlet pole that had an additional outlet that was only about 1 ½ - 2 feet from the ground. An RV was currently in the building and hooked up to this outlet.
- There is a loft in the new addition, but it is not enclosed and appears to be used just for storage. There is a large shelf along the wall.

Next Steps:

- The owner must comply with NFIP regulation, by either removing the addition, or demonstrating that it does not encroach (significantly) on the floodway and is built into compliance with the local floodplain regulations. (Clarification – the encroachment cannot create more than a 0.00-ft rise).
- Presuming the latter, the first step will require the property owner to complete an encroachment analysis to demonstrate that there is a No-Rise to the flood elevation. (Kane Gabrielson of WET (Water & Environmental Technologies)
 - References: See 44 CFR 60.3 (D)(3). “Prohibit encroachments, including new fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels within the community during the occurrence of the base discharge.”
- If a No-Rise analysis shows more than 0.01-ft rise to the BFE, then the addition may need to be removed or modified. Alternatively, a LOMR must be attached to the floodplain permit application. The City of Miles City must support the LOMR application to FEMA. (Clarification – A LOMR application cannot be submitted for FEMA review and determination unless the community has signed the Community Acknowledgement Form. The community should not sign the Community Acknowledgement Form without a complete permit application submitted to the community.)
- Additional steps must include but are not limited to:
 - The new addition requires a floodplain permit from Miles City.
 - The property owner must apply for a floodplain development permit application from the Miles City Floodplain Administrator.
 - The property owner must demonstrate to the community that the new addition is not a Substantial Improvement. I recommend using the Miles City Floodplain Regulations which reference the state and federal requirements for Substantial Improvement. I also recommend referencing FEMA SI and SD Desk Reference FEMA P-758 (6.4.2 Lateral Additions and the Table 6-1a) on page 6-9.
 - Substantial improvement documentation must include any costs associated with the new addition, including shared access, roof, walls, foundation, etc....
 - If the new addition is determined to be a Substantial Improvement, then all structurally connected buildings must be brought into compliance with local floodplain regulations.
 - The property owner must include an Elevation Certificate with the floodplain development permit application.

Eckart Trucking Inc. Hydrologic and Hydraulic Analysis

**Miles City, Montana
June 2023**



Prepared For:
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Appendix A. FEMA National Flood Hazard Layer FIRM Panel 30017C0661D
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EXECUTIVE SUMMARY

Water & Environmental Technologies (WET) has been retained by Sack Law, PLLC, on behalf of William Eckart and Eckart Trucking, Inc., to procure a Hydrologic and Hydraulic Analyses Report for development that has occurred within the regulatory floodway in Miles City, Montana with a street address of 1415 North 6th Street.

Hydrologic and hydraulic methods approved for Zone AE with Floodway Flood Insurance Rate Map (FIRM) data were used to determine the post-construction Base Flood Elevation (BFE) and floodway surcharge for an addition to an existing building within the regulatory floodway.

Modeling efforts indicate the BFE will experience no rise and there will be no change in floodway surcharge due to these alterations.

1.0 SITE & PROJECT DESCRIPTION

The project, which lies within a parcel owned by Eckart Trucking, Inc., is located at 1415 North 6th Street, Miles City, Montana. The parcel is bound by the Yellowstone River to the northwest, a private landowner to the northeast, an additional parcel owned by Eckart Trucking Inc. to the south, and a right-of-way in all other directions. The Yellowstone River flows northeast adjacent to the property. An aerial site map is provided as **Figure 1**, below.



Figure 1. Site Location – Aerial

An addition to an existing shop was constructed within a mapped Regulatory Floodway in a Federal Emergency Management Agency (FEMA) Zone AE with Floodway flood hazard area. FEMA National Flood Hazard Layer (NFHL) Flood Insurance Rate Map (FIRM) Panel 30017C0661D is provided as **Appendix A**.

The addition expanded the building footprint by approximately 3,250 square feet. Photographs of the shop are provided as a photolog in **Appendix B**.

2.0 PROJECT NEED

Eckart Trucking, Inc. constructed an addition to an existing building within the regulatory floodway without obtaining a permit. Water and Environmental Technologies (WET) was contracted to develop a Hydrologic and Hydraulic Analyses to prove that the addition has no effect on the water surface elevation or carrying capacity of the floodway.

3.0 FEMA GUIDANCE FOR FLOODWAY ANALYSIS AND MAPPING

The document *Guidance for Flood Risk Analysis and Mapping* as obtained at https://www.fema.gov/sites/default/files/documents/fema_floodway-analysis-mapping_112021.pdf was used for guidance in developing this report where applicable. WET also consulted the Montana Department of Natural Resources and Conservation (DNRC) for technical assistance while developing this report.

4.0 HYDROLOGY

The 100-year BFE event discharge for the project location was determined from the Flood Insurance Study (FIS). A summary of flow change locations in the Steady Flow file of the effective model and the associated FEMA cross-sections are provided in **Table 1**, below.

Table 1. Steady Flow Change Locations

Steady Flow Change Locations					
River	Model Reach	FEMA Cross-Section Letter	Model River Station	1% ACE (cfs)	
				Composite	Floodway
Yellowstone	2	J	27696.21	145000	145000
Yellowstone	2	I	23286.57	143000	143000
Yellowstone	2	H	21172.79	150000	150000
Yellowstone	2		17794.09	138000	138000
Yellowstone	2	G	14705.57	130000	130000
Yellowstone	2	F	12753.52	160000	160000
Yellowstone	2	E	10017.94	142000	142000
Yellowstone	2	D	7323.851	145000	145000
Yellowstone	2	C	4718.73	138000	138000
Yellowstone	2	A	285.6938	142000	142000

5.0 HYDRAULIC ANALYSIS

This hydraulic analysis was conducted using approved methods for Zone AE with Floodway flood zones. Specifically, WET utilized the United States Army Corps of Engineers (USACE) Hydraulic Engineering Center River Analysis System (HEC-RAS) version 6.3.1 to conduct the hydraulic analysis on the addition. WET obtained a copy of the effective model for Miles City from Sam Johnson, Montana DNRC Civil Engineering Specialist, on April 7, 2023 to initiate the study.

5.1 MODEL CALIBRATION – EFFECTIVE MODEL

The Hydrologic and Hydraulic Analyses for the original study for Miles City were completed in July 1997. The Hydrologic and Hydraulic Analyses for the Yellowstone and Tongue Rivers were updated by the USACE, Omaha District, in 2007. The flow quantities described in Table 1 are derived from the updated study. The effective model became effective on July 22, 2010.

The effective model is comprised of 21 plans. Each plan provides a unique flooding situation (e.g., ice flows, levee failures, etc.), and it appears that the effective FIRM compiled several plans to complete the final floodplain maps. After conversation with Sam Johnson, it was decided that based on the nature of this study, the plan titled p12=Y-FLOODWAY would be appropriate to use as the effective model. The Plan Description in HEC-RAS reads:

Plan 12
River of interest=Yellowstone
Y-Stone levee intact
Floodway run

According to the files, Plan 12 is actually plan 25 (.p25) but will be referred to as Plan 12 in this report.

The geometry for Plan 12 consists of two rivers and three reaches: Yellowstone River Reach 1; Yellowstone River Reach 2; Tongue River Reach 1. The project location lies within Reach 2 of the Yellowstone River. It was determined through the Hydrologic and Hydraulic Analyses that there would be no effect on Yellowstone River Reach 1 or Tongue River Reach 1 and, as such, only the data from Yellowstone River Reach 2 is presented in this report. An overview of the Plan 12 geometry is provided as **Figure 2** and **Figure 3**, below.



Figure 2. Plan 12 Geometry Overview



Figure 3. Plan 12 Geometry Near Eckart Trucking

There are two, one-dimensional (1D) steady flow profiles for Plan 12: Floodway and Composite. It appears the Floodway profile was used in the effective model to establish the boundary of the regulatory floodway at each cross-section. According to the FIS, the floodway was computed for certain stream segments on the basis of equal-conveyance reduction from each side of the floodplain. Floodway widths were computed at cross-sections. Between cross-sections, the floodway boundaries were interpolated. A summary of floodway encroachment stations for Plan 12 is provided in Table 2, below.

Table 2. Plan 12 Encroachment Stations

Plan 12 Encroachment Stations			
River Station	Method	Value 1	Value 2
27696.21	1	1598.92	3700
23667.1	1	186.31	2875
23567	1	187.27	3090
23562 BR			
23525	1	187.27	3025
23286.57	1	187.27	2860
21172.79	1	193.85	2600
17794.09	1	192.01	2300
14075.57	1	1475	2478
12753.52	1	1300	2709.74
10017.94	1	2800	4725
7323.851	1	3370	5164.91
4718.73	1	2230	4000
3389.531	1	500	2300
285.6938	1	70.67	980

The Composite profile is identical to the Floodway profile, but without the floodway encroachment stations.

Plan 12 was run in HEC-RAS version 6.3.1 to establish the effective model conditions. These results from Yellowstone River (Reach 2) were compared with those in the FIS. Results were identical, as shown in Table 3, below.

Table 3. FEMA v. Effective Model Water Surface Elevation (WSE) Comparison

River	FEMA Cross-Section Letter	Model River Station	FEMA WSE (ft)			Model WSE (ft)	
			Regulatory	With Floodway	Without Floodway	With Floodway	Composite
Yellowstone	J	27696.21	2357.6	2357.9	2357.5	2357.9	2357.5
Yellowstone		23667.10				2354.9	2354.4
Yellowstone	I	23286.57	2353.9	2354.3	2354.1	2354.3	2354.1
Yellowstone	H	21172.79	2352.5	2352.7	2352.2	2352.7	2352.2
Yellowstone		17794.09				2350.4	2350.2
Yellowstone	G	14705.57	2347.1	2347.2	2346.7	2347.2	2346.7
Yellowstone	F	12753.52	2345.8	2346.0	2345.7	2346.0	2345.7
Yellowstone	E	10017.94	2343.8	2344.0	2343.5	2344.0	2343.5
Yellowstone	D	7323.851	2342	2343.6	2342.4	2342.6	2342.4
Yellowstone	C	4718.73	2340.3	2340.9	2340.5	2340.9	2340.5
Yellowstone	B	3389.531	2339	2339.5	2339.1	2339.5	2339.1
Yellowstone	A	285.6938	2336.2	2336.6	2336.1	2336.6	2336.1

The effective model, having been run in HEC-RAS version 6.3.1 with identical results, was considered to be a calibrated model which could be used as a base model for the existing and proposed conditions models.

5.2 EXISTING CONDITIONS MODEL SUMMARY

The Existing Conditions model (EC) is an update of the effective model to reflect any modifications that have occurred within the floodplain since the date of the effective model. Since existing buildings in the floodplain are generally not incorporated into floodplain models, the existing shop was added to the effective model to create the existing conditions model. The existing building provides a partial conveyance shadow for the addition; therefore, it was necessary to include it in the existing conditions model.

A Digital Elevation Model (DEM) was generated in GeoHECRAS software using the cross-section geometry used in the effective model. After this terrain was generated, six cross-sections were added to the model using the Copy tool and the Extract Geometry tool. The added cross-sections were assigned IDs 23322, 23194, 23168, 23109, 23098, and 23074. Cross-section orientation across the existing building and addition is shown on **Figure 4**, below.



Figure 4. Additional Cross-Section Placement

Floodway encroachment stations were established for the added cross-sections using shapefiles from the NFHL, which are available through the FEMA Map Service Center. The floodway encroachment stations used in EC are provided in **Table 4**, below.

Table 4. Floodway Encroachment Stations - EC

Existing Conditions Encroachment Stations			
River Station	Method	Value 1	Value 2
27696.21	1	1598.92	3700
23667.1	1	186.31	2875
23567	1	187.27	3090
23562 BR			
23525	1	187.27	3025
23286.57	1	187.27	2860
21172.79	1	193.85	2600
17794.09	1	192.01	2300
14075.57	1	1475	2478
12753.52	1	1300	2709.74
10017.94	1	2800	4725
7323.851	1	3370	5164.91
4718.73	1	2230	4000
3389.531	1	500	2300
285.6938	1	70.67	980

The existing building was modeled as a series of blocked obstructions, which were assigned using the Assign Conveyance Obstructions tool in GeoHECRAS, as shown in **Table 5**, below.

Table 5. Existing Conditions Blocked Obstructions

Existing Conditions Blocked Obstructions					
River	Reach	River Station	Left Station	Right Station	Elevation
Yellowstone	2	23222	1134.88	1139.13	2370
Yellowstone	2	23194	1099.18	1157.93	2370
Yellowstone	2	23168	1116.75	1175.42	2370
Yellowstone	2	23109	1144.29	1185.99	2370
Yellowstone	2	23098	1129.94	1169.87	2370
Yellowstone	2	14705.57	2607.63	4222	2357
Yellowstone	2	12753	2817.64	4178.13	2352.15

Bold indicates cross-sections that were added in the EC and PC Model

*Station 23074 is downstream and does contain blocked obstructions.

The EC model was then run under conditions that were otherwise identical to those of the effective model. Results are discussed in **Section 6**.

5.3 PROPOSED CONDITIONS MODEL SUMMARY

The Proposed Conditions model (PC) was developed by updating the EC model. The models are identical aside from additional blocked obstruction areas that were input to model the addition as shown in **Table 6**, below.

Table 6. Proposed Conditions Blocked Obstructions

Proposed Conditions Blocked Obstructions								
River	Reach	River Station	Left Station	Right Station	Elevation	Left Station	Right Station	Elevation
Yellowstone	2	23222	1134.88	1139.13	2370			
Yellowstone	2	23194	1095.81	1099.21	2374	1099.21	1157.93	2370
Yellowstone	2	23168	1063.16	1116.77	2374	1116.77	1175.42	2370
Yellowstone	2	23109	1103.74	1104.19	2374	1144.29	1185.99	2370
Yellowstone	2	23098	1129.94	1169.87	2370			
Yellowstone	2	14705.57	2607.63	4222	2357			
Yellowstone	2	12753	2817.64	4178.13	2352.15			

Bold indicates cross-sections that were added in the EC and PC Model

The PC model was then run under conditions that were otherwise identical to those of the EC model. Results are discussed in **Section 6**.

6.0 HEC-RAS MODEL RESULTS COMPARISON

Conversations with the DNRC indicated that the composite, or BFE, results are more crucial to the study than water surface elevations with floodway. However, both were included in this report. Results of the model run under the EC plan are provided in **Table 7**, below.

Table 7. EC Results

Model Geometry			W.S. Elev (ft)	
River	Reach	River Station	With Floodway	Composite
Yellowstone	2	27696.21	2357.87	2357.54
Yellowstone	2	23667.1	2354.88	2354.37
Yellowstone	2	23567	2354.55	2354.29
Yellowstone	2	23562		
Yellowstone	2	23525	2354.51	2354.26
Yellowstone	2	23286.57	2354.37	2354.15
Yellowstone	2	23222	2354.33	2354.09
Yellowstone	2	23194	2354.31	2354.07
Yellowstone	2	23168	2354.29	2354.04
Yellowstone	2	23109	2354.23	2354
Yellowstone	2	23098	2354.22	2353.99
Yellowstone	2	23074	2354.20	2353.97
Yellowstone	2	21172.79	2352.74	2352.24
Yellowstone	2	17794.09	2350.44	2350.2
Yellowstone	2	14705.57	2347.17	2346.68
Yellowstone	2	12753.52	2345.97	2345.69
Yellowstone	2	10017.94	2343.95	2343.47
Yellowstone	2	7323.851	2342.59	2342.37
Yellowstone	2	4718.73	2340.88	2340.51
Yellowstone	2	3389.531	2339.52	2339.07
Yellowstone	2	285.6938	2336.59	2336.09

Bold indicates cross-sections that were added in the EC/PC models

Results of the model run under the PC plan are provided in Table 8, below.

Table 8. PC Results

Model Geometry			W.S. Elev (ft)	
River	Reach	River Station	With Floodway	Composite
Yellowstone	2	27696.21	2357.87	2357.54
Yellowstone	2	23667.1	2354.88	2354.37
Yellowstone	2	23567	2354.55	2354.29
Yellowstone	2	23562		
Yellowstone	2	23525	2354.51	2354.26
Yellowstone	2	23286.57	2354.37	2354.15
Yellowstone	2	23222	2354.33	2354.09
Yellowstone	2	23194	2354.31	2354.07
Yellowstone	2	23168	2354.29	2354.04
Yellowstone	2	23109	2354.23	2354
Yellowstone	2	23098	2354.22	2353.99
Yellowstone	2	23074	2354.20	2353.97
Yellowstone	2	21172.79	2352.74	2352.24
Yellowstone	2	17794.09	2350.44	2350.2
Yellowstone	2	14705.57	2347.17	2346.68
Yellowstone	2	12753.52	2345.97	2345.69
Yellowstone	2	10017.94	2343.95	2343.47
Yellowstone	2	7323.851	2342.59	2342.37
Yellowstone	2	4718.73	2340.88	2340.51
Yellowstone	2	3389.531	2339.52	2339.07
Yellowstone	2	285.6938	2336.59	2336.09

Bold indicates cross-sections that were added in the EC/PC models

Results of the EC and PC plans were compared to determine the amount of rise caused to both floodway and floodplain elevations by the addition. The results comparison is provided in **Table 9**, below.

Table 9. Results PC - EC

Model Geometry			Existing Conditions		Proposed Conditions		Difference PC - EC	
			W.S. Elev (ft)		W.S. Elev (ft)		W.S. Elev (ft)	
River	Reach	River Station	With Floodway	Composite	With Floodway	Composite	With Floodway	Composite
Yellowstone	2	27696.21	2357.87	2357.54	2357.87	2357.54	0.00	0.00
Yellowstone	2	23667.1	2354.88	2354.37	2354.88	2354.37	0.00	0.00
Yellowstone	2	23567	2354.55	2354.29	2354.55	2354.29	0.00	0.00
Yellowstone	2	23562					0.00	0.00
Yellowstone	2	23525	2354.51	2354.26	2354.51	2354.26	0.00	0.00
Yellowstone	2	23286.57	2354.37	2354.15	2354.37	2354.15	0.00	0.00
Yellowstone	2	23222	2354.33	2354.09	2354.33	2354.09	0.00	0.00
Yellowstone	2	23194	2354.31	2354.07	2354.31	2354.07	0.00	0.00
Yellowstone	2	23168	2354.29	2354.04	2354.29	2354.04	0.00	0.00
Yellowstone	2	23109	2354.23	2354.00	2354.23	2354.00	0.00	0.00
Yellowstone	2	23098	2354.22	2353.99	2354.22	2353.99	0.00	0.00
Yellowstone	2	23074	2354.20	2353.97	2354.20	2353.97	0.00	0.00
Yellowstone	2	21172.79	2352.74	2352.24	2352.74	2352.24	0.00	0.00
Yellowstone	2	17794.09	2350.44	2350.20	2350.44	2350.20	0.00	0.00
Yellowstone	2	14705.57	2347.17	2346.68	2347.17	2346.68	0.00	0.00
Yellowstone	2	12753.52	2345.97	2345.69	2345.97	2345.69	0.00	0.00
Yellowstone	2	10017.94	2343.95	2343.47	2343.95	2343.47	0.00	0.00
Yellowstone	2	7323.851	2342.59	2342.37	2342.59	2342.37	0.00	0.00
Yellowstone	2	4718.73	2340.88	2340.51	2340.88	2340.51	0.00	0.00
Yellowstone	2	3389.531	2339.52	2339.07	2339.52	2339.07	0.00	0.00
Yellowstone	2	285.6938	2336.59	2336.09	2336.59	2336.09	0.00	0.00

Bold indicates cross-sections added in the EC/PC Models

It was noted that while there are no increases in water surface elevations under the Floodway profile or Composite profile, there is a surcharge of 0.51 feet at cross-section 23667.1. After discussion with the DNRC, it was concluded that this is likely a non-issue and that the indication of no increase in BFE is more important to this study. Output cross-sections and profile summary tables from HEC-RAS at cross-sections **23286.57 – 21172.79** are included as **Appendix C**.

7.0 CONCLUSIONS

A Hydrologic and Hydraulic Analyses was completed for an addition to a building owned by Eckart Trucking, Inc., located at 1415 North 6th Street, Miles City, Montana. Through the detailed analyses, it was determined that the addition will not hinder floodway conveyance or cause a rise greater than 0.00 feet to the water surface elevation of the Yellowstone River.

8.0 REFERENCES

CivilGEO Engineering Software, GeoHECRAS, Version 4.0.0.1852, July 26, 2022.

Federal Emergency Management Agency (FEMA), Flood Insurance Study (FIS) (effective July 22, 2010), Custer County, Montana and Incorporated Areas.

Federal Emergency Management Agency (FEMA), Guidance for Flood Risk Analysis and Mapping. November 2021,

Montana Department of Natural Resources and Conservation (DNRC), Model Regulations; Floodplain Hazard Management Regulations. 2023.

U.S. Army Corps of Engineers (USACE), HEC-RAS, Version 6.3.1, September 2022.

9.0 PROFESSIONAL ENGINEER REVIEW

Certification Statement

This Professional Engineer Certification is for materials prepared in support of the Eckart Trucking, Inc. Hydrologic and Hydraulic Analyses. Specifically, this section certifies that:

1. The proposed project has been designed in compliance with all applicable requirements and standards of the 2023 DNRC Model Regulations.
2. I am a duly registered Professional Engineer under the laws of the State of Montana and the Hydrologic and Hydraulic Analyses described in this document has been prepared and designed by me or under my direct supervision and is found to be in conformity with sound engineering principles.



(Signature of Professional Engineer)

June 23, 2023
(Date Signed)



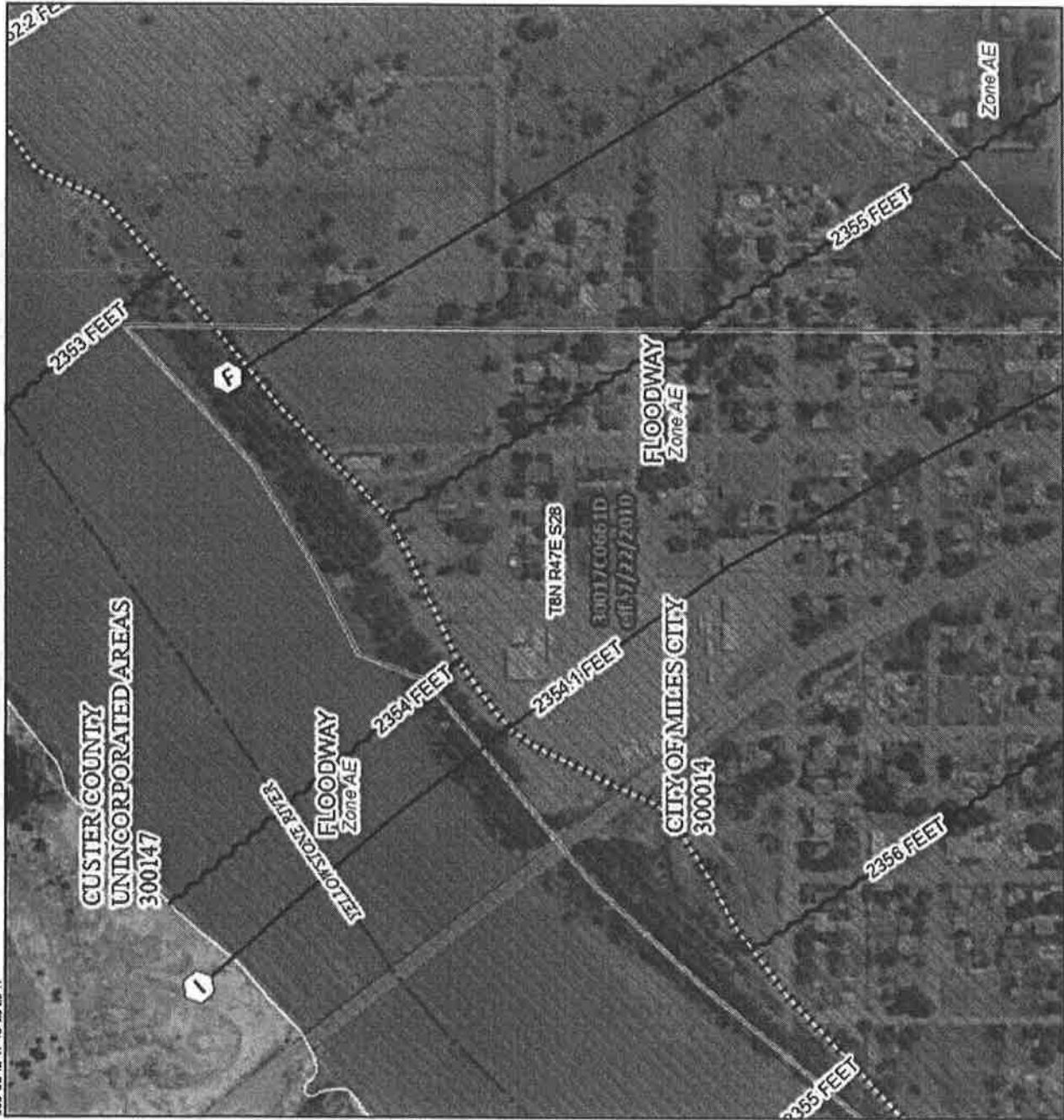
APPENDIX A.

FEMA National Flood Hazard Layer FIRM Panel 30017C0661D.

National Flood Hazard Layer FIRMette



105°51'42" W 46°25'25" N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE PER REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone AE, AH With BFE or Depth Zone AE, AO, AX, VE, AP Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes, Zone X Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOWR Area of Undetermined Flood Hazard Zone C
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	25.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.6 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/25/2023 at 9:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

APPENDIX B.

Eckart Trucking, Inc. Photolog



Photo 1 – Addition from West

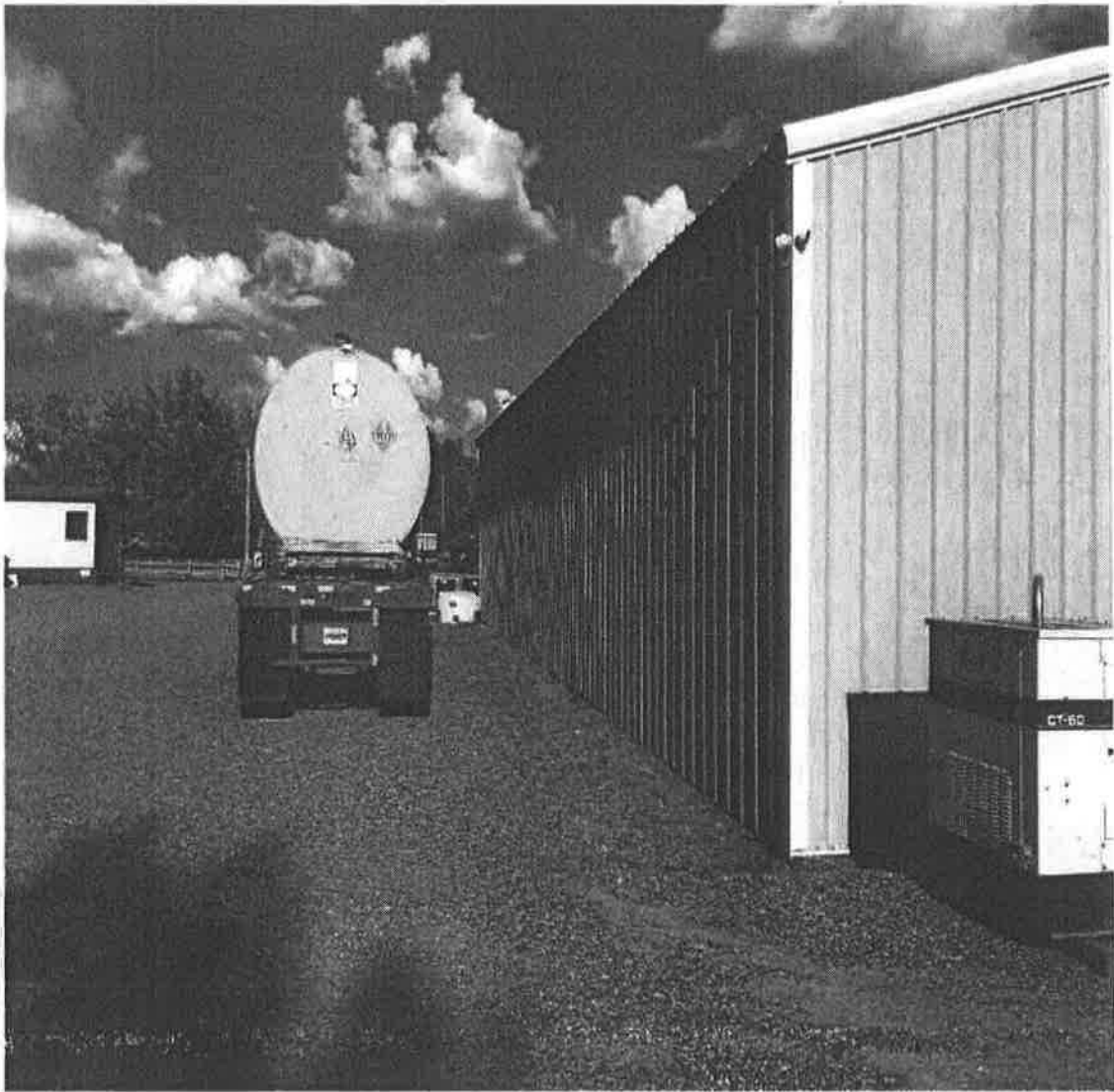


Photo 2 – Addition from Northwest

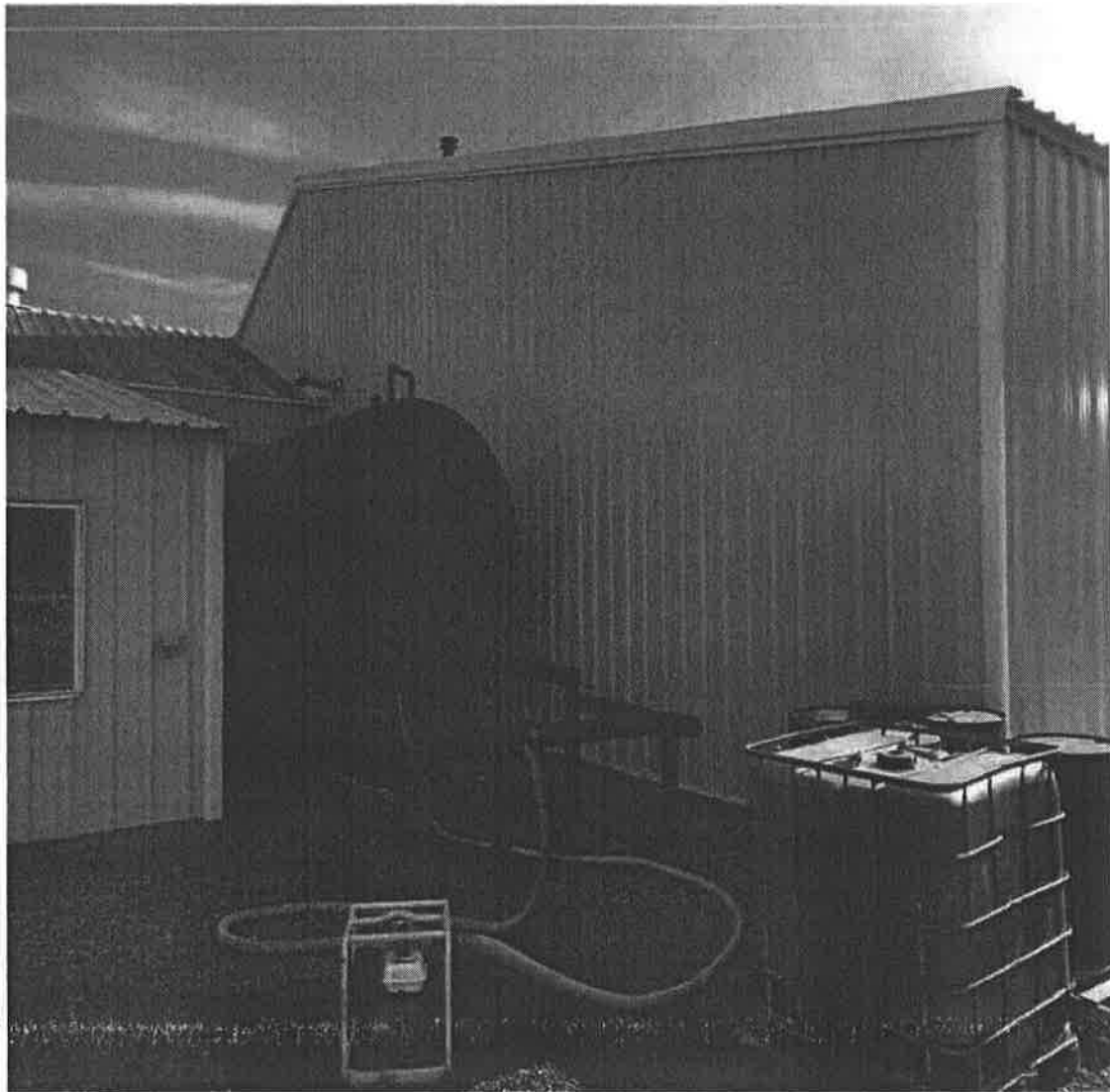


Photo 3 – Addition from Northeast

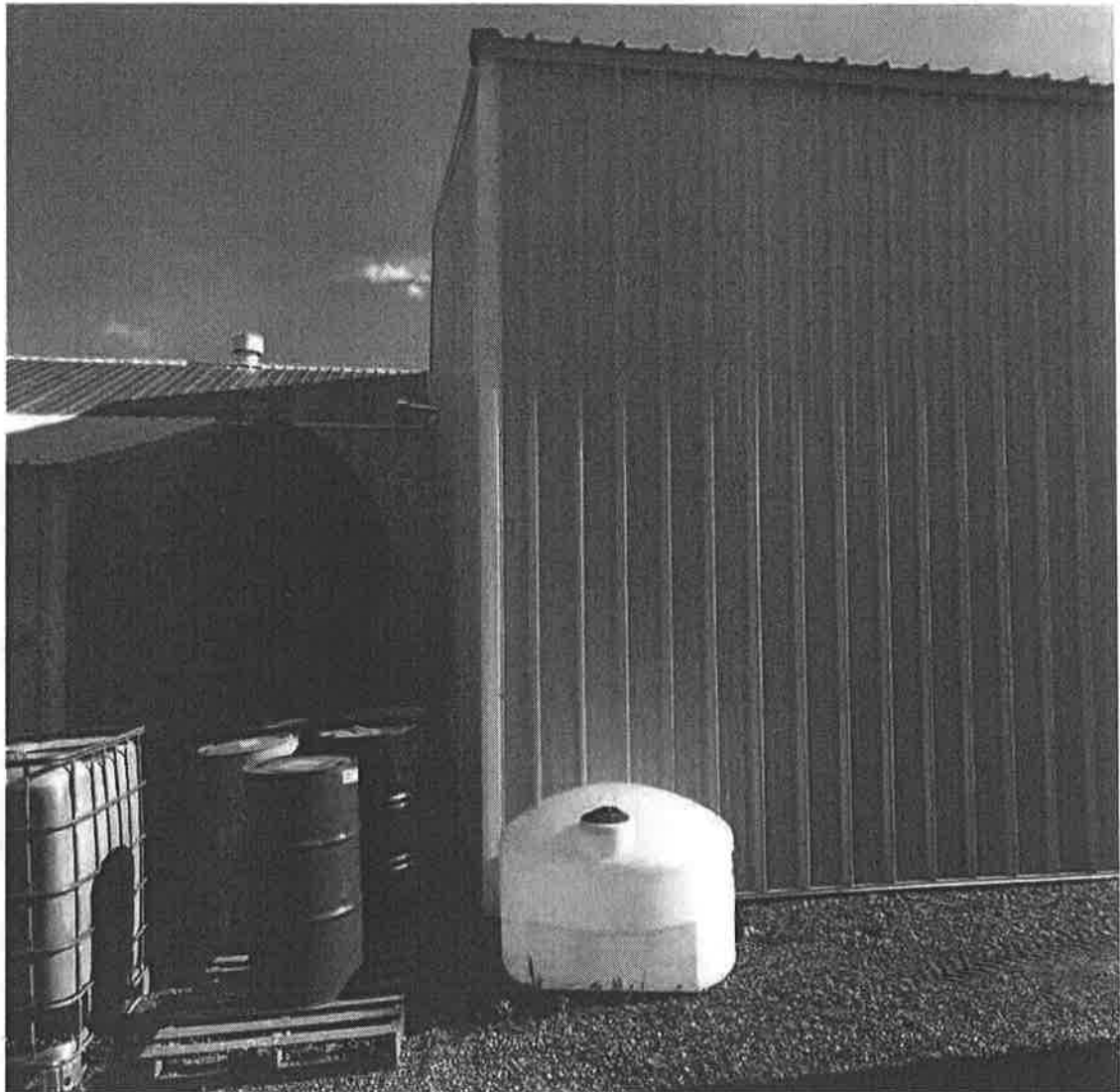


Photo 4 – Addition Joining Existing Building

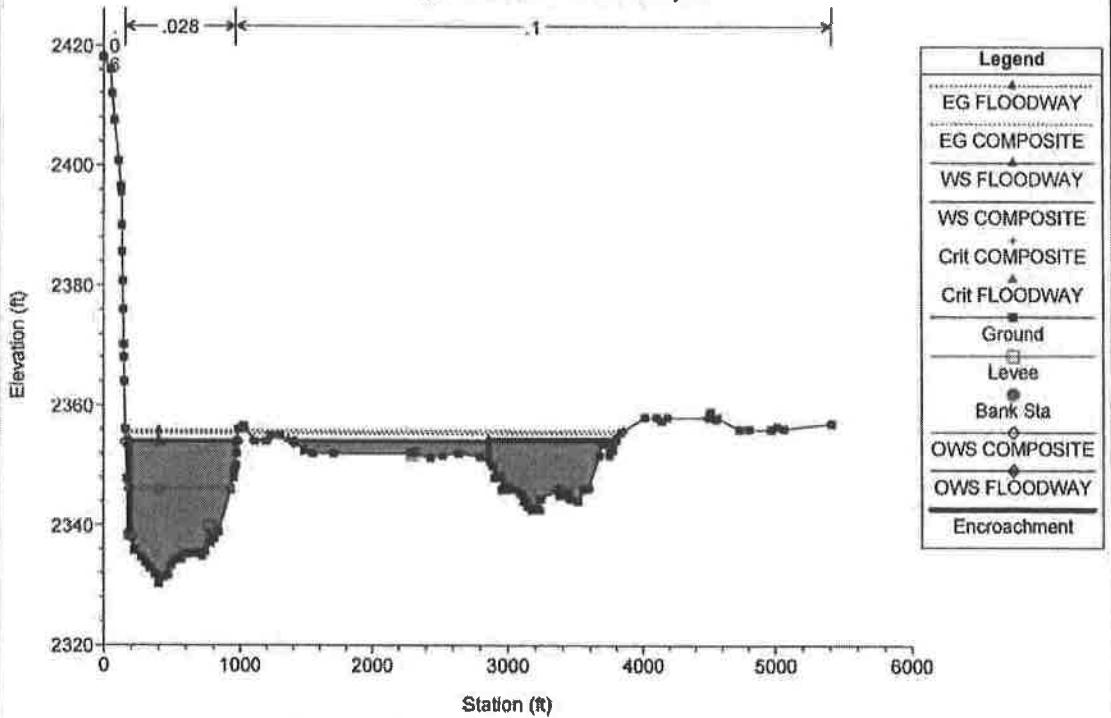
APPENDIX C.

HEC-RAS Output Cross-Sections and Profile Summary Tables

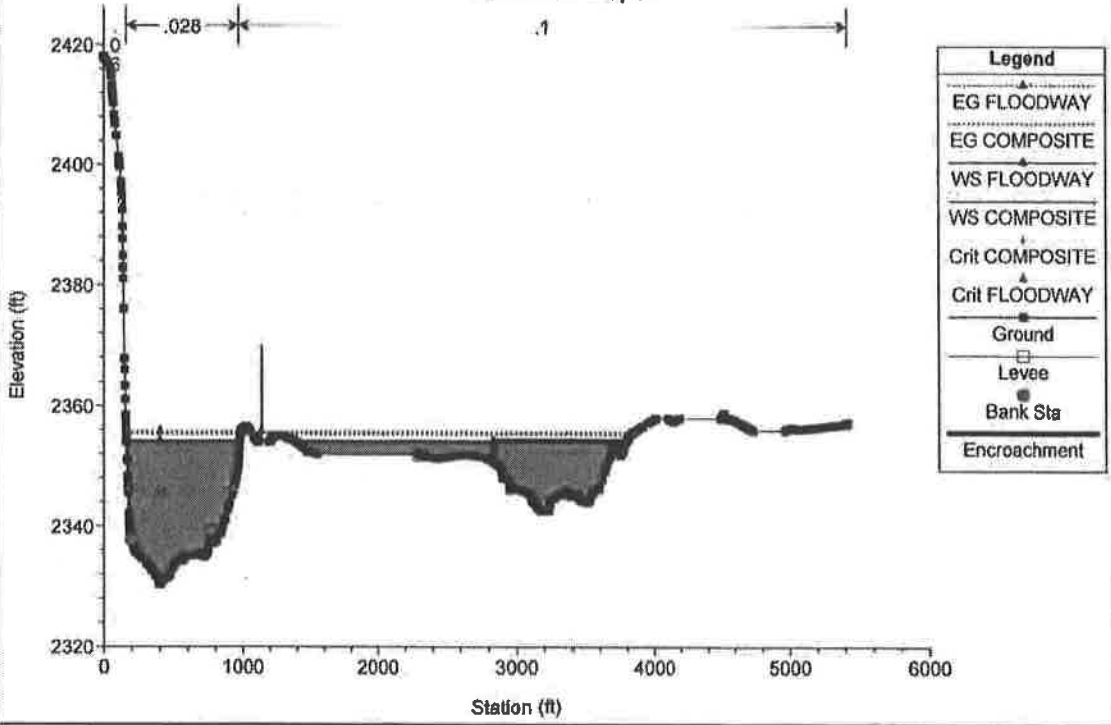
HEC-RAS Locations: User Defined

River	Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Chf W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Cht
Yellowstone	2	23286.57	COMPOSITE	EC	143000.00	2330.30	2354.15	2346.23	2355.38	0.000642	9.87	24462.63	3317.01	0.39
Yellowstone	2	23286.57	COMPOSITE	PC	143000.00	2330.30	2354.15	2346.23	2355.38	0.000642	9.87	24461.82	3316.96	0.39
Yellowstone	2	23286.57	FLOODWAY	EC	143000.00	2330.30	2354.37	2346.22	2355.83	0.000698	10.38	17832.24	2397.02	0.41
Yellowstone	2	23286.57	FLOODWAY	PC	143000.00	2330.30	2354.37	2346.22	2355.83	0.000698	10.38	17832.24	2397.02	0.41
Yellowstone	2	23222	COMPOSITE	EC	143000.00	2330.39	2354.09	2346.25	2355.34	0.000652	9.96	24269.92	3302.49	0.39
Yellowstone	2	23222	COMPOSITE	PC	143000.00	2330.39	2354.09	2346.25	2355.34	0.000652	9.96	24268.31	3302.39	0.39
Yellowstone	2	23222	FLOODWAY	EC	143000.00	2330.39	2354.33	2346.25	2355.77	0.000696	10.38	17882.64	2393.16	0.41
Yellowstone	2	23222	FLOODWAY	PC	143000.00	2330.39	2354.33	2346.25	2355.77	0.000696	10.38	17882.64	2393.16	0.41
Yellowstone	2	23184	COMPOSITE	EC	143000.00	2330.40	2354.07	2346.21	2355.32	0.000654	9.95	24189.67	3250.83	0.39
Yellowstone	2	23184	COMPOSITE	PC	143000.00	2330.40	2354.07	2346.21	2355.32	0.000654	9.95	24189.91	3250.79	0.39
Yellowstone	2	23184	FLOODWAY	EC	143000.00	2330.40	2354.31	2346.21	2355.76	0.000698	10.38	17763.98	2322.63	0.41
Yellowstone	2	23184	FLOODWAY	PC	143000.00	2330.40	2354.31	2346.21	2355.76	0.000698	10.38	17764.00	2322.12	0.41
Yellowstone	2	23168	COMPOSITE	EC	143000.00	2330.39	2354.04	2346.24	2355.30	0.000657	9.97	24120.77	3238.49	0.39
Yellowstone	2	23168	COMPOSITE	PC	143000.00	2330.39	2354.04	2346.23	2355.30	0.000657	9.97	24119.66	3230.05	0.39
Yellowstone	2	23168	FLOODWAY	EC	143000.00	2330.39	2354.29	2346.24	2355.74	0.000702	10.39	17677.23	2309.01	0.41
Yellowstone	2	23168	FLOODWAY	PC	143000.00	2330.39	2354.29	2346.23	2355.74	0.000702	10.38	17673.78	2291.85	0.41
Yellowstone	2	23109	COMPOSITE	EC	143000.00	2330.38	2354.00	2346.22	2355.26	0.000663	10.00	23975.49	3193.29	0.40
Yellowstone	2	23109	COMPOSITE	PC	143000.00	2330.38	2354.00	2346.22	2355.26	0.000663	10.00	23974.67	3193.21	0.40
Yellowstone	2	23109	FLOODWAY	EC	143000.00	2330.38	2354.23	2346.22	2355.70	0.000711	10.44	17489.04	2294.58	0.41
Yellowstone	2	23109	FLOODWAY	PC	143000.00	2330.38	2354.23	2346.21	2355.70	0.000711	10.44	17486.95	2294.11	0.41
Yellowstone	2	23098	COMPOSITE	EC	143000.00	2330.40	2353.99	2346.21	2355.26	0.000665	10.01	23939.80	3193.22	0.40
Yellowstone	2	23098	COMPOSITE	PC	143000.00	2330.40	2353.99	2346.21	2355.26	0.000665	10.01	23939.80	3193.21	0.40
Yellowstone	2	23098	FLOODWAY	EC	143000.00	2330.40	2354.22	2346.21	2355.69	0.000713	10.44	17448.58	2290.50	0.41
Yellowstone	2	23098	FLOODWAY	PC	143000.00	2330.40	2354.22	2346.21	2355.69	0.000713	10.44	17448.58	2290.50	0.41
Yellowstone	2	23074	COMPOSITE	EC	143000.00	2330.39	2353.97	2346.20	2355.24	0.000665	10.00	23893.72	3181.00	0.40
Yellowstone	2	23074	COMPOSITE	PC	143000.00	2330.39	2353.97	2346.20	2355.24	0.000665	10.00	23893.72	3191.00	0.40
Yellowstone	2	23074	FLOODWAY	EC	143000.00	2330.39	2354.20	2346.20	2355.67	0.000714	10.44	17397.09	2317.34	0.41
Yellowstone	2	23074	FLOODWAY	PC	143000.00	2330.39	2354.20	2346.20	2355.67	0.000714	10.44	17397.08	2317.34	0.41
Yellowstone	2	21172.79	COMPOSITE	EC	150000.00	2330.20	2352.24	2344.45	2353.84	0.000775	10.48	20241.91	3494.24	0.42
Yellowstone	2	21172.79	COMPOSITE	PC	150000.00	2330.20	2352.24	2344.46	2353.84	0.000775	10.48	20241.81	3494.24	0.42
Yellowstone	2	21172.79	FLOODWAY	EC	150000.00	2330.20	2352.74	2344.47	2354.30	0.000721	10.29	18344.48	2406.16	0.41
Yellowstone	2	21172.79	FLOODWAY	PC	150000.00	2330.20	2352.74	2344.47	2354.30	0.000721	10.29	18344.48	2406.15	0.41

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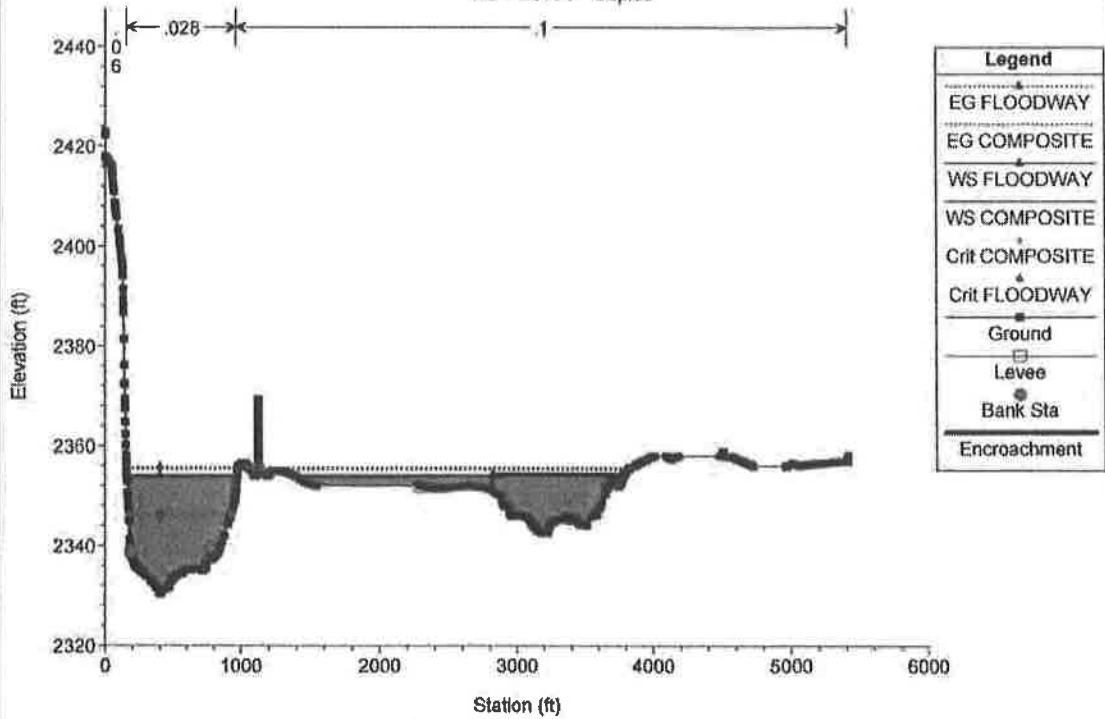


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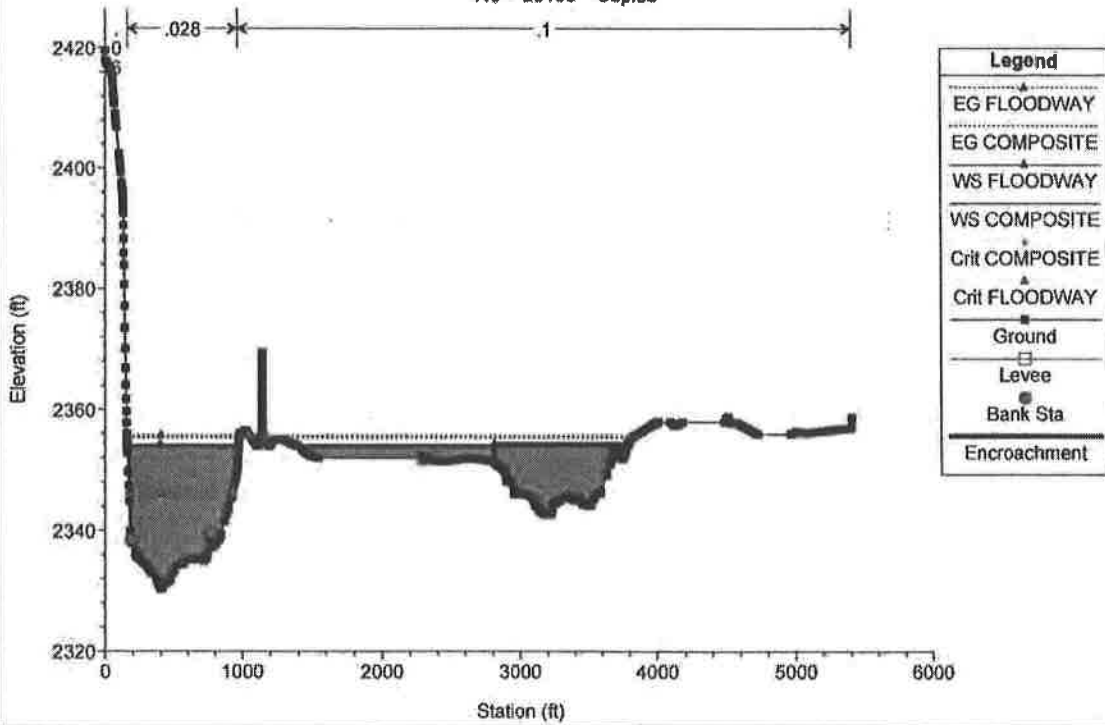
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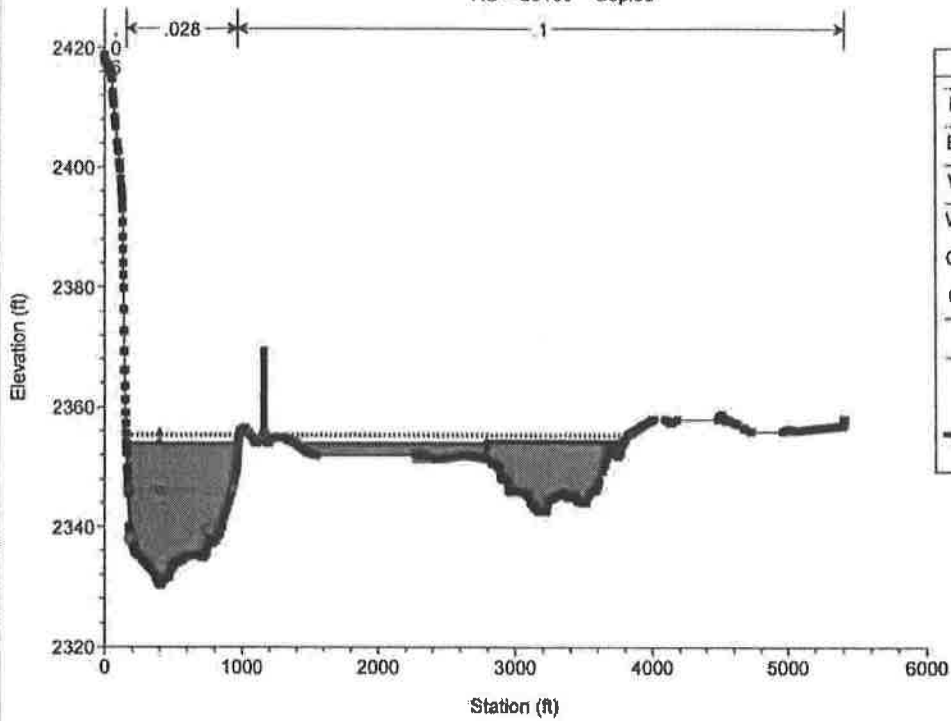


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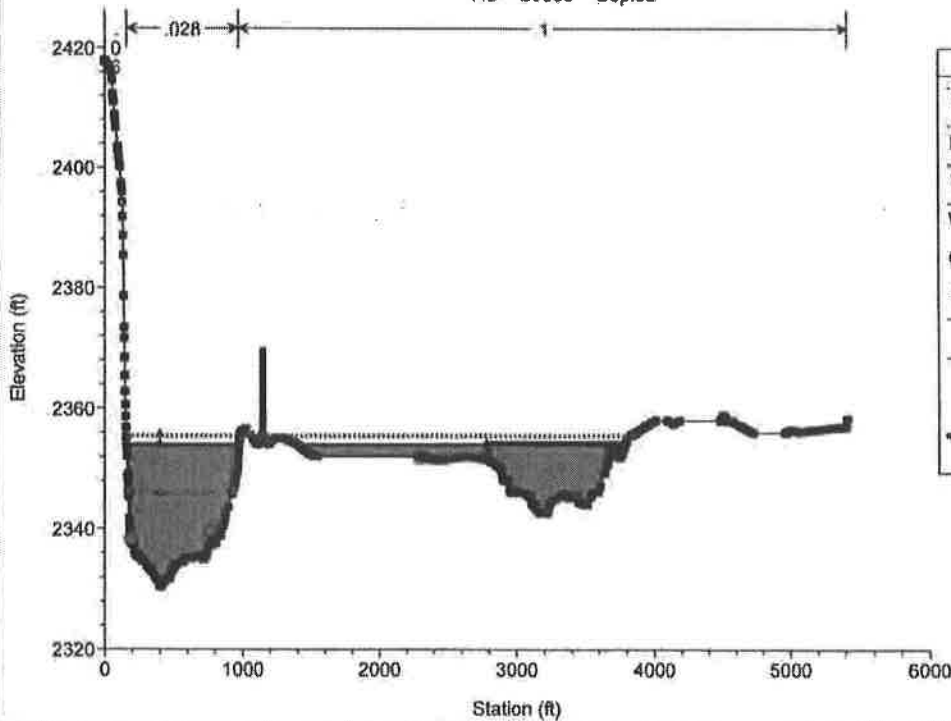


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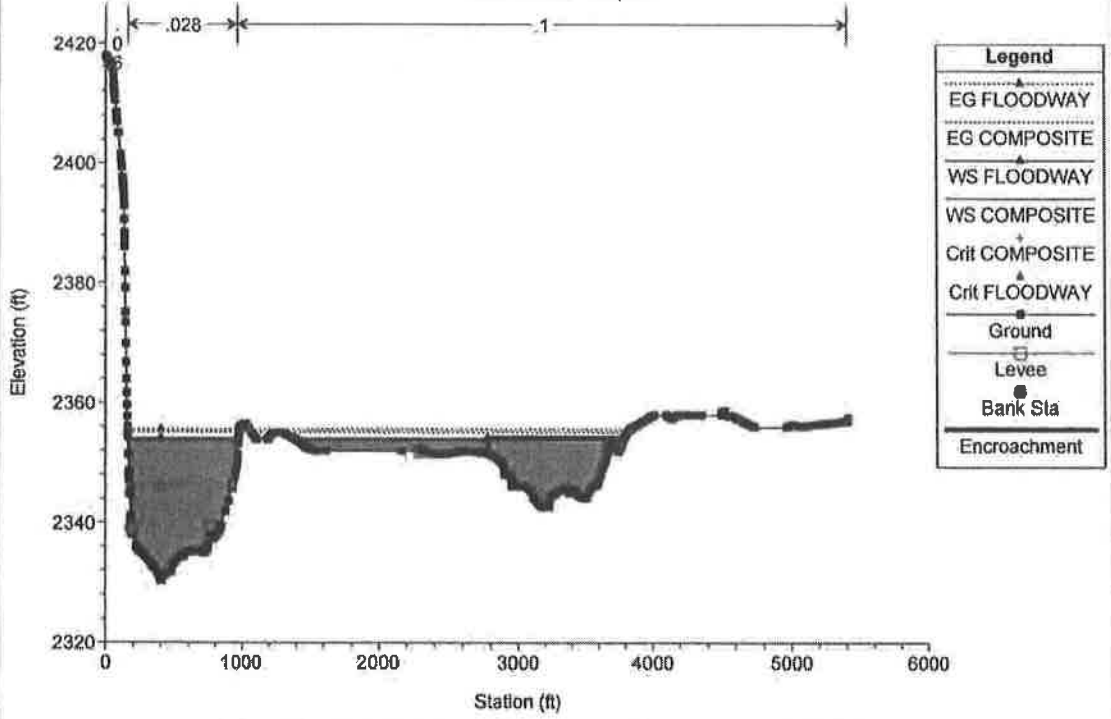
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EG FLOODWAY	(Dotted line)
EG COMPOSITE	(Dotted line)
WS FLOODWAY	(Solid line)
WS COMPOSITE	(Solid line)
Crit COMPOSITE	(Dashed line)
Crit FLOODWAY	(Dashed line)
Ground	(Solid line with dots)
Levee	(Rectangular area)
Bank Sta	(Circular marker)
Encroachment	(Shaded area)

Miles City FIS FINAL Plan: Existing Conditions 5/31/2023
 RS = 23098 Copied

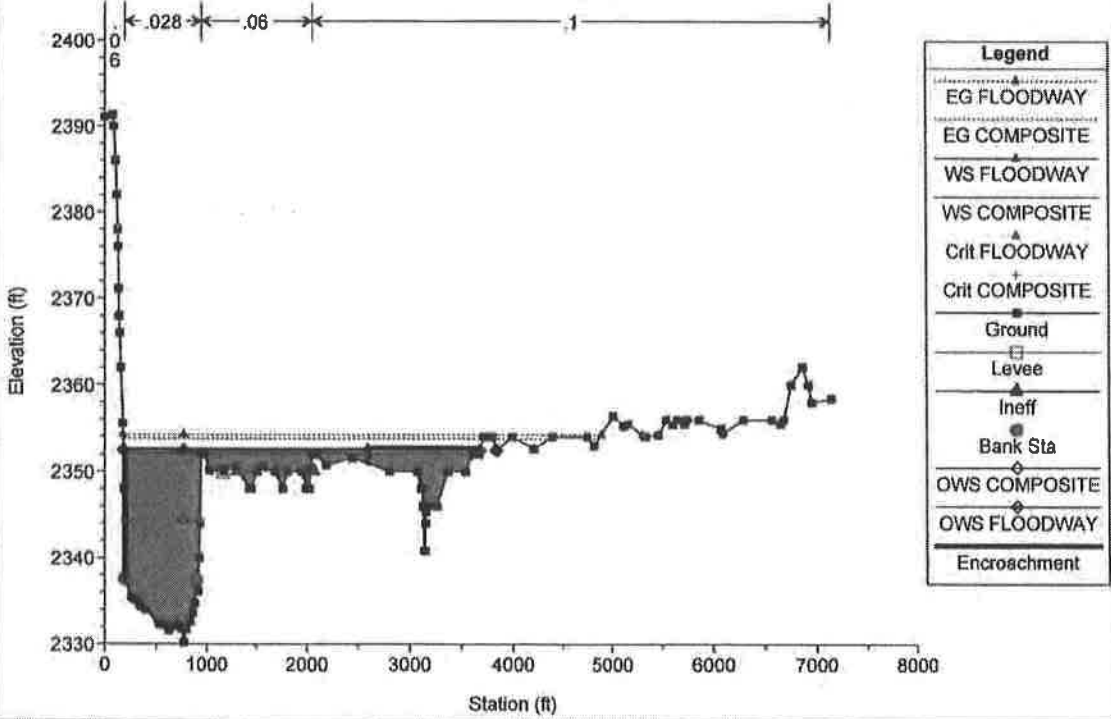


Legend	
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EG COMPOSITE	(Dotted line)
WS FLOODWAY	(Solid line)
WS COMPOSITE	(Solid line)
Crit COMPOSITE	(Dashed line)
Crit FLOODWAY	(Dashed line)
Ground	(Solid line with dots)
Levee	(Rectangular area)
Bank Sta	(Circular marker)
Encroachment	(Shaded area)

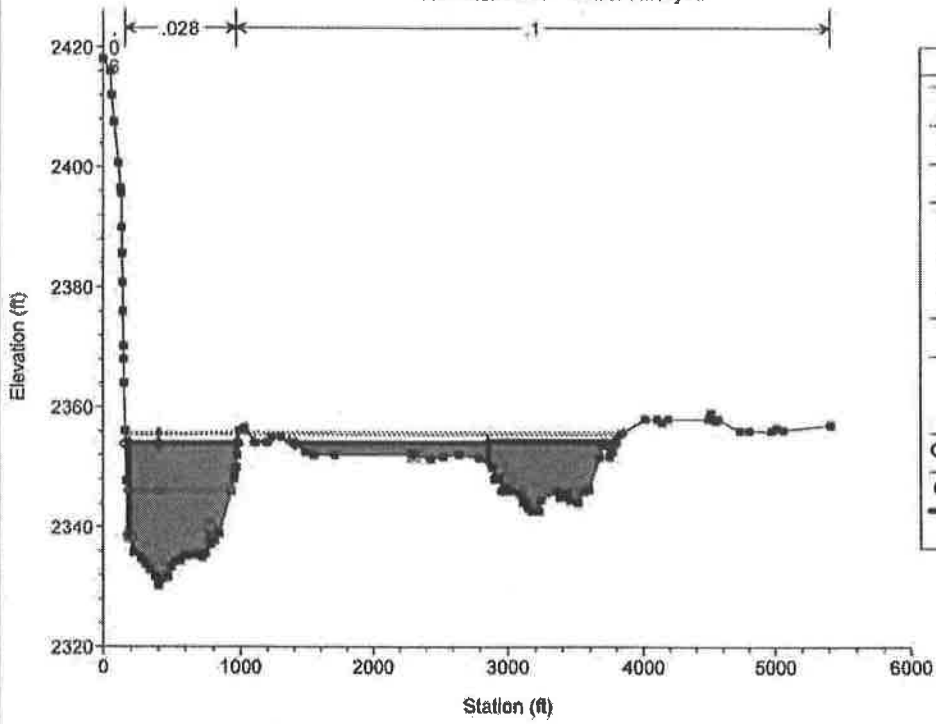
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 RS = 23074 Copied



Miles City FIS FINAL Plan: Existing Conditions 5/31/2023
 RS = 21172.79

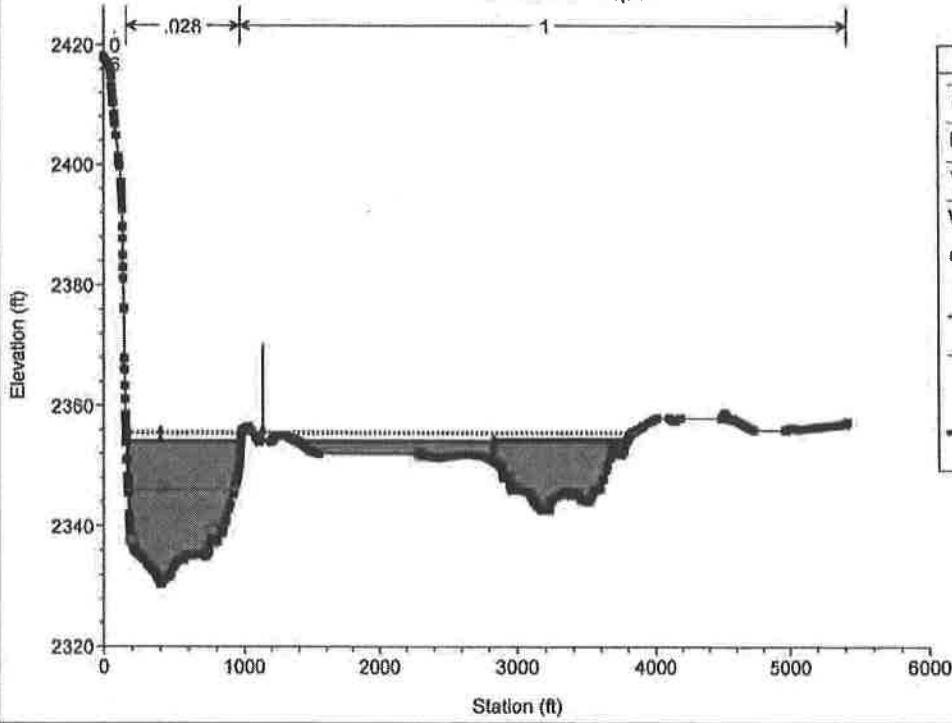


Miles City FIS FINAL Plan: 1) PC 5/31/2023
 RS = 23286.57 actual surveyed



Legend	
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EG COMPOSITE	(Dotted line with circles)
WS FLOODWAY	(Solid line with triangles)
WS COMPOSITE	(Solid line with circles)
Crit COMPOSITE	(Solid line with pluses)
Crit FLOODWAY	(Solid line with triangles)
Ground	(Solid line with squares)
Levee	(Dashed line with squares)
Bank Sta	(Solid line with circles)
OWS COMPOSITE	(Solid line with circles)
OWS FLOODWAY	(Solid line with circles)
Encroachment	(Shaded area)

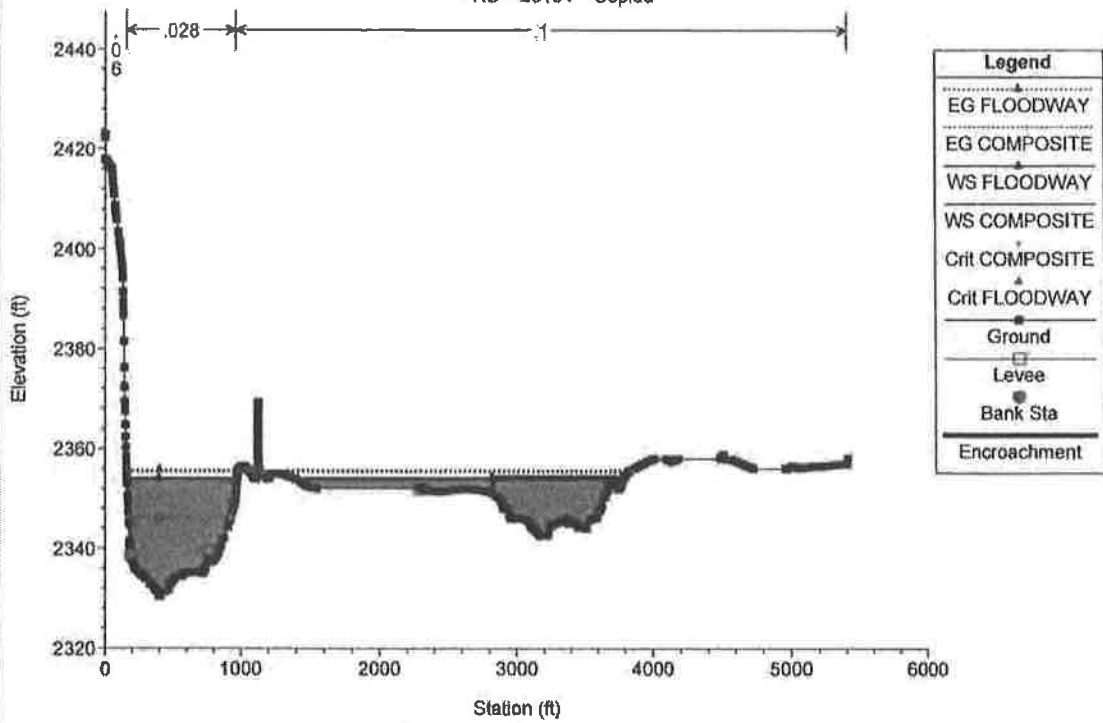
Miles City FIS FINAL Plan: 1) PC 5/31/2023
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Legend	
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EG COMPOSITE	(Dotted line with circles)
WS FLOODWAY	(Solid line with triangles)
WS COMPOSITE	(Solid line with circles)
Crit COMPOSITE	(Solid line with pluses)
Crit FLOODWAY	(Solid line with triangles)
Ground	(Solid line with squares)
Levee	(Dashed line with squares)
Bank Sta	(Solid line with circles)
Encroachment	(Shaded area)

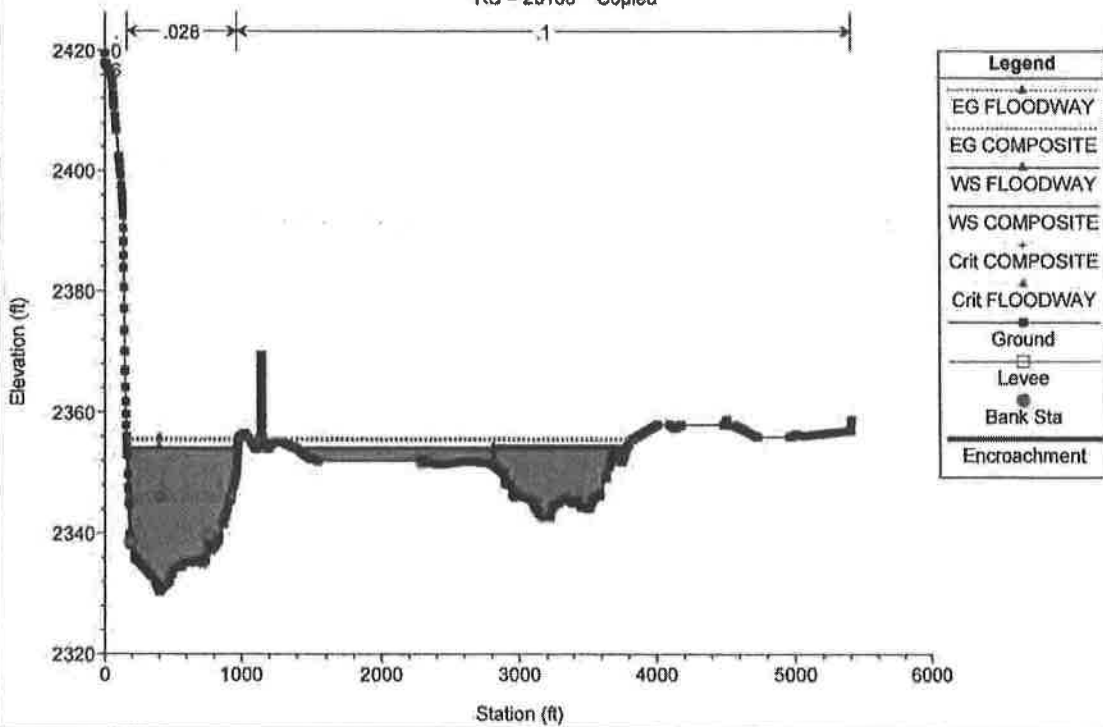
Miles City FIS FINAL Plan: 1) PC 5/31/2023

RS = 23194 Copled

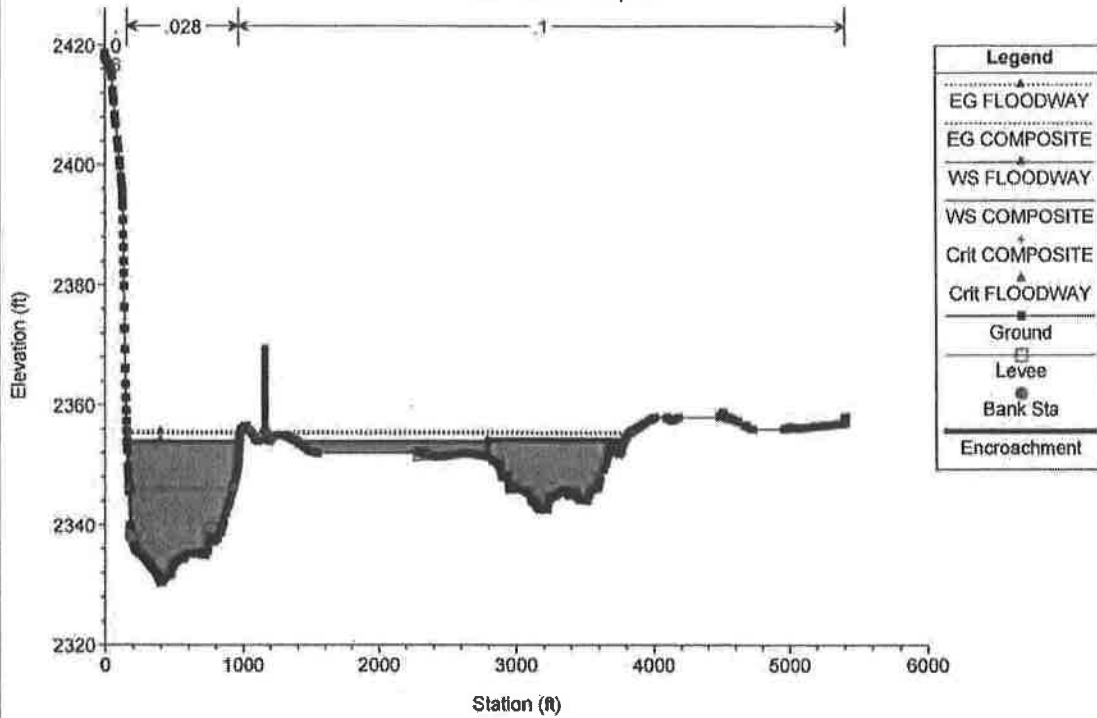


Miles City FIS FINAL Plan: 1) PC 5/31/2023

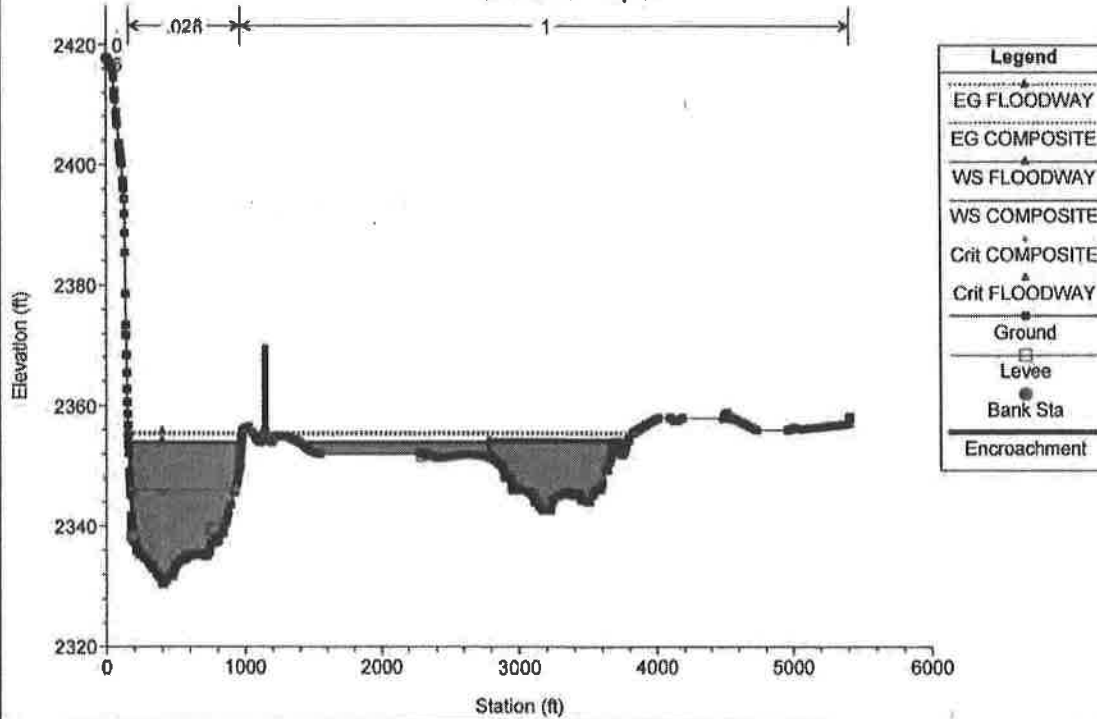
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Miles City FIS FINAL Plan: 1) PC 5/31/2023
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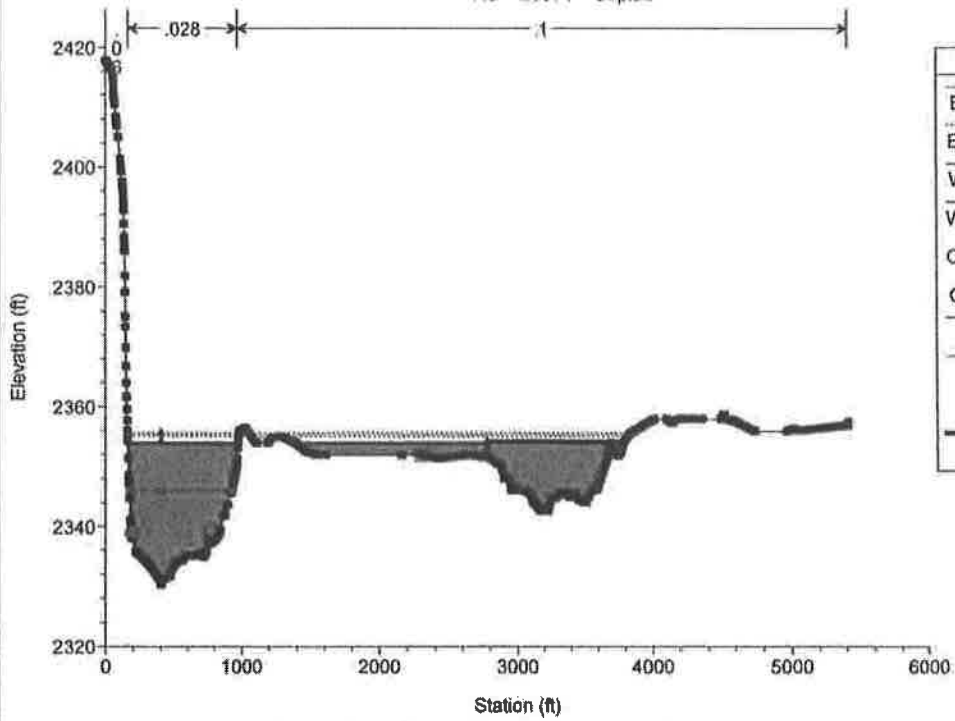


Miles City FIS FINAL Plan: 1) PC 5/31/2023
RS = 23098 Copied



Miles City FIS FINAL Plan: 1) PC 5/31/2023

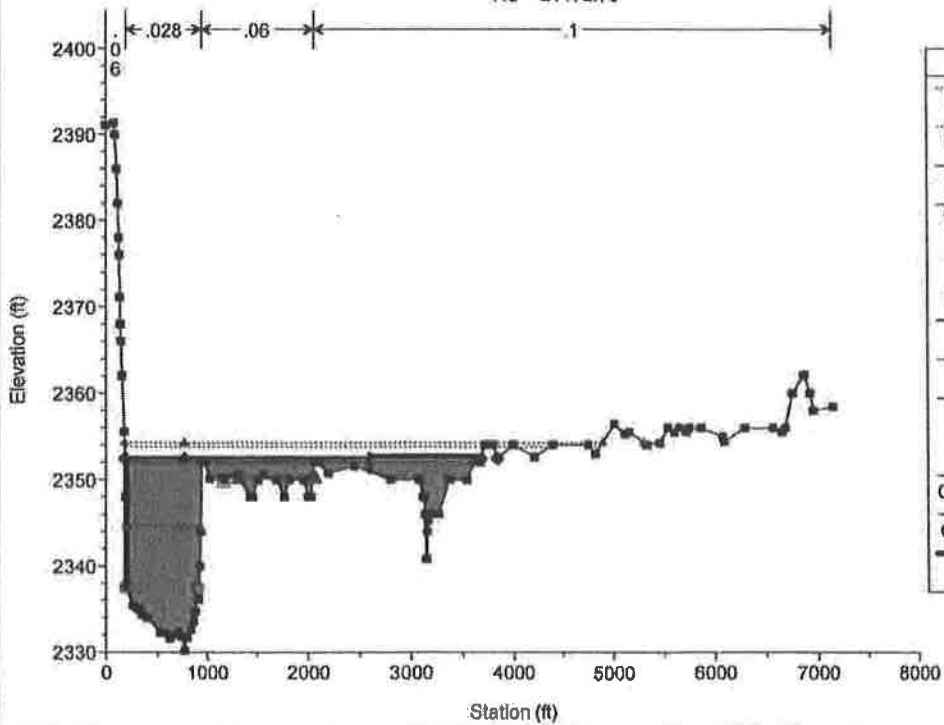
RS = 23074 Copied



Legend	
EG FLOODWAY	(Dotted line with triangles)
EG COMPOSITE	(Dotted line)
WS FLOODWAY	(Solid line with circles)
WS COMPOSITE	(Solid line)
Crit COMPOSITE	(Solid line with squares)
Crit FLOODWAY	(Solid line with squares)
Ground	(Solid line with squares)
Levee	(Solid line with squares)
Bank Sta	(Circle)
Encroachment	(Thick solid line)

Miles City FIS FINAL Plan: 1) PC 5/31/2023

RS = 21172.79



Legend	
EG FLOODWAY	(Dotted line with triangles)
EG COMPOSITE	(Dotted line)
WS FLOODWAY	(Solid line with circles)
WS COMPOSITE	(Solid line)
Crit FLOODWAY	(Solid line with squares)
Crit COMPOSITE	(Solid line with squares)
Ground	(Solid line with squares)
Levee	(Solid line with squares)
Ineff	(Triangle)
Bank Sta	(Circle)
OWS COMPOSITE	(Solid line with diamonds)
OWS FLOODWAY	(Solid line with diamonds)
Encroachment	(Thick solid line)

Samantha Malenovsky

From: Johnson, Sam <Sam.Johnson@mt.gov> on behalf of Johnson, Sam
Sent: Wednesday, June 28, 2023 9:27 AM
To: Samantha Malenovsky
Cc: Sears, Traci
Subject: RE: [EXTERNAL] Hydrologic & Hydraulic Analysis

Hi Sam,

The issue with the surcharge occurred after creating the EXISTING CONDITIONS model. The EFFECTIVE model does not consider any of the houses and other enclosures which is necessary to analyze the building in question.

To create the EXISTING CONDITIONS model, the original building was simulated within extra cross sections added to the EFFECTIVE model. The resulting EXISTING CONDITIONS model showed a 0.51 surcharge at the River Station 23667.1 feet, rather than a maximum of 0.5 feet, computed during the mapping process. See below screen shot of Table 7. ($2354.88 - 2354.37 = 0.51$)

Table 7. EC Results

Model Geometry			
River	Reach	River Station	W
Yellowstone	2	27696.21	
Yellowstone	2	23667.1	U

The values are identical in Table 8, PROPOSED CONDITIONS, therefore a no-rise situation occurs in the comparison between the model.

Returning to Table 3, The EFFECTIVE model from the Flood Insurance Study shows Floodway surcharge, of 0.5 ft ($2354.9 - 2354.4 = 0.5$), the required maximum by the State of Montana. The engineer claims that the difference between the EFFECTIVE and EXISTING CONDITIONS model is attributed by the addition of the additional cross sections which includes a simulation with the original, or EXISTING structure.

Rember, the FIS model does not include any of the buildings and other enclosures in the SFHA. Therefore this is a reasonable assertion and realistic. Today's 2D models would include them.

There are other changes to the surcharge numbers between the models. This one just happened to be over the limit. The modeler would need to adjust all Floodway encroachment stations to duplicate

the Flood Insurance Base Flood Elevations. We agreed this was un-necessary to demonstrate a no-rise condition.

Table 3. FEMA v. Effective Model Water Surface El

River	FEMA Cross-Section Letter	Model River Station	FEMA WSE (ft)	
			Regulatory	With Floodway
Yellowstone	J	27696.21	2357.6	2357.9
Yellowstone		23667.10		
Yellowstone	I	23286.57	2353.9	2354.3

I must add that I did not analyze the models and am just commenting on the approach that was taken. I merely discussed the approach with the engineer, and read the report attached with your email. I did not precisely conclude why the additional 0.01 surcharge occurs during the model run, while many of the other surcharges were reduced. You can request the working models, and we can analyze them if FEMA requires it.

However, I think the result is reasonable given the overall width of the floodway, and the comparatively small protrusion of the building addition. Computations would certainly show a slight result from the additional building protrusion, but the model software only carries values to 0.01-ft. Anything less is negligible, and within the rules.

Please follow up with any questions or clarification as needed.

Sam Johnson, PE, CFM
 Dam Safety Program
 MT DNRC-Water Resources Division
 1371 Rimtop Drive
 Billings, MT 59105-1978



From: Samantha Malenovsky <smalenovsky@milescity-mt.org>
Sent: Tuesday, June 27, 2023 12:02 PM
To: Johnson, Sam <Sam.Johnson@mt.gov>
Cc: Birney, Thomas <thomas.birney@fema.dhs.gov>; Sears, Traci <TSears@mt.gov>
Subject: [EXTERNAL] Hydrologic & Hydraulic Analysis

Sam,

I got the attached report sent to me a few days ago and had a question. On page 12 under Table 9 it states: 'there are no increases in water surface elevations under the Floodway profile or Composite profile, there is a surcharge 0.51 feet...' it goes on to say that WET discussed this with someone at DNRC and it was decided that this is likely a non-issue and the no increase in BFE is more important.

Where you the person they discussed this with and could you explain why the increase to the surcharge is not an issue?

Respectfully,

Samantha Malenovsky, CFM
City of Miles City
Floodplain Administrator, Asst. Public Works/Utilities,
AutoCad Tech., CRS Coordinator
17 S. 8th St.
PO Box 910
Miles City, MT 59301
406-234-3493
Fax: 406-234-6392

RESOLUTION NO. 4536

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2023-2024.

WHEREAS, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, 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 the Montana Department of Transportation;

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

1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, 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 12TH DAY OF SEPTEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Montana Department of Transportation
Miles City Maintenance Division
217 North Fourth Street
Miles City, Montana 59301

Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2023.

LIMITS OF AGREEMENT: The listing of streets and intersections identified under items covered is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right of way. During the term of this Agreement, additional areas may be added by written Agreement of the parties.

SCOPE OF AGREEMENT: This agreement covers all activities ordinarily associated with street sweeping and flushing activities.

ITEMS COVERED: Payment to the City for this Agreement shall be for the following:

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2023, through October 15, 2023 and begin again on April 15, 2024 through June 30, 2024, approximately six months.

- a. Main Street beginning at the westernmost end of the Tongue River bridges proceeding east to the intersection of Main Street and Haynes Avenue.
 - b. North Seventh Street beginning 15' south of the intersection of North Seventh Street and Main Street and proceeding North to the old Milwaukee Railroad tracks.
 - c. Haynes Avenue beginning at the intersection with East Main Street and proceeding south to the south side of the entrance to the Comfort Inn, south of the Broadus Interchange. *The City of Miles City will sweep and flush every 3rd week of the month.
 - d. The Montana Department of Transportation will assist in sweeping activities when excessive sand or leaves have been deposited on the designated state routes.
- If additional sweeping or flushing is requested by the Montana Department of Transportation, and approved by the Maintenance Chief, the agreed rate will be \$55.00 per hour for sweeping and \$32.00 per hour for flushing.

MONTANA PRODUCT PREFERENCE: The City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to Section 18-1-112(1), MCA.

COSTS / PAYMENT: The costs associated with this Agreement shall be \$1800.00 per month for a period of six months beginning July 1, 2023, and ending June 30, 2024. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2024. MDT agrees to make payment within 20 calendar days of receipt of the billing.

RECORDS: The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

TERMINATION: This Agreement may be terminated upon thirty days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for actual work completed as of the date of the notice.

HOLD HARMLESS / INDEMNIFICATION: MDT agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by MDT of the streets and areas covered by this Agreement. This holds harmless / indemnification clause shall not cover damages, which are caused whether directly or indirectly by the work done by the City pursuant to this Agreement. The City agrees to defend, protect, indemnify and save harmless MDT and the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement.

CIVIL RIGHTS COMPLIANCE: The City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference.

LAW AND VENUE: The laws of Montana govern This Agreement. The parties agree that, in the event of any dispute concerning this Agreement, any litigation will be adjudicated utilizing the appropriate, established legal/judicial systems.

ENTIRE AGREEMENT: This document, with the attached Notice, contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of the document is binding. Any subsequent modification must be done by a separate written document.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed in duplicate by their duly authorized officers.

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: [Signature] Date 3/9/2023
District Administrator

CITY OF MILES CITY

By: [Signature] Date 3-14-23

Title: MAYOR

Attest: [Signature]
City Clerk

Enclosures
Notice Approved for Legal Content per the attached signature page of the original Agreement.

RESOLUTION NO. 4537

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the INTERCAP Bond determined in accordance with the Board Resolution.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act means Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bonds for the purpose of making loans to Eligible Government Units.

Borrower means the local government entity above named, eligible to participate in the INTERCAP Loan Program.

"Borrower Act" means §§ 7-5-4301, 7-5-4306, and 7-7-4201, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

INTERCAP Bond means the Bond issued by the Board pursuant to the Board Resolution to finance the Program.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 5.75% (6.00% less 0.25% for Borrowers with EFT Authorization) per annum through February 15, 2024 and thereafter a rate equal to the Adjusted Interest Rate on the Bond and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program means the Board's INTERCAP Loan Program pursuant to which the Board issued the INTERCAP Bond to use the proceeds to make loans to participating Eligible Government Units.

Project means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Board Act, the Board has issued and sold the INTERCAP Bond and deposited a part of proceeds thereof in the Loan Fund. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$330,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$330,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 5.75% (6.00% less 0.25% for Borrowers with EFT Authorization) per annum through February 15, 2024, and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part if the Borrower requests that the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date or less if the Board agrees to shorter notice.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within the next month following an Adjustment Date, the Board shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments and prepare and mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Board a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants, and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitations. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by state law pursuant to § 15-10-402, MCA, et. seq. The Borrower is familiar with the Montana's property tax limitations and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to these provisions. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of property tax limitations.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III


CERTIFICATIONS, EXECUTION, AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Loan, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement and the Note and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note, and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, the Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by a duly constituted quorum of the city council of the City of Miles City this 12th day of September 2023.

By 
Its Mayor

Attest:

By _____
Its City Clerk

Claims

09/06/23
15:06:47

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/23

Page: 1 of 18
Report ID: AP100

* Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
137503	-99332C	4019 WEX BANK	14,320.28					
1	07/30/23	FUEL	1,316.67		32886	1000 13 460433	231	101000
3	07/30/23	FUEL	4,844.44		32886	2510 107 430220	231	101000
4	07/30/23	FUEL	1,211.11		32886	2520 108 430220	231	101000
6	07/30/23	FUEL	123.01		32375	5210 22 430530	231	101000
7	07/30/23	FUEL	123.01		32375	5210 80 430540	231	101000
8	07/30/23	FUEL	123.01		32375	5310 33 430640	231	101000
9	07/30/23	FUEL	246.03		32375	5310 32 430690	231	101000
10	07/30/23	FUEL	452.08		32621	1000 7 420460	231	101000
11	07/30/23	FUEL	1,110.77		32621	5510 10 420730	231	101000
12	07/30/23	FUEL	2,628.16		32912	1000 5 420140	231	101000
13	07/30/23	FUEL	229.48		32912	1000 21 440600	231	101000
15	07/30/23	FUEL	650.68		32732	5210 23 430550	231	101000
16	07/30/23	FUEL	650.68		32732	5310 31 430630	231	101000
17	07/30/23	FUEL	611.15		1523	5610 87 430300	231	101000
137590	-99341C	1407 KLJ ENGINEERING LLC	22,687.00					
1	10192541	07/28/23 ARPA Slough Project	22,687.00		31227	2991 201 431200	350	101000
137615	87032S	2910 TONGUE RIVER ELECTRIC	525.00					
1	08/25/23	Southgate Lighting	525.00			2450 51 430263	341	101000
137616	-99336C	4019 WEX BANK	12,821.27					
1	08/30/23	FUEL	1,129.63		33006	1000 13 460433	231	101000
3	08/30/23	FUEL	3,476.50		33006	2510 107 430220	231	101000
4	08/30/23	FUEL	869.12		33006	2520 108 430220	231	101000
5	08/30/23	FUEL	23.71		33006	6040 910 430220	231	101000
8	08/30/23	FUEL	477.63		32749	5310 33 430640	231	101000
10	08/30/23	FUEL	938.28		32639	1000 7 420460	231	101000
11	08/30/23	FUEL	863.14		32639	5510 10 420730	231	101000
12	08/30/23	FUEL	3,347.89		32932	1000 5 420140	231	101000
13	08/30/23	FUEL	174.58		32932	1000 21 440600	231	101000
15	08/30/23	FUEL	690.16		32749	5210 23 430550	231	101000
16	08/30/23	FUEL	690.16		32749	5310 31 430630	231	101000
17	08/30/23	FUEL	140.47		1637	5610 87 430300	231	101000
137617	87033S	2914 TOURISM BUSINESS IMPROVEMENT	29,560.00					
1	08/30/23	TBID ~ Monthly August	29,560.00			7370 212500		101000

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137618	87027S	394 BOSS INC	518.03					
1	562816 07/28/23	Finance	99.82		31350	1000 3 410500	220	101000
5	566799 08/15/23	Police	59.92		32933	1000 5 420140	220	101000
6	562843 07/28/23		92.00		32929	1000 5 420140	220	101000
7	562847 07/28/23		55.00		32929	1000 5 420140	220	101000
8	560176 07/17/23	Dispatch	26.94		32827	1000 5 420140	210	101000
9	557183 06/29/23		145.58		32827	1000 5 420160	210	101000
10	551347 05/31/23	Public Works	38.77		33029	1000 36 411020	320	101000
137619	87028S	2830 STAR PRINTING & SUPPLY	1,497.05					
4	302893 06/01/23	City Court	11.68		31493	1000 6 410300	210	101000
5	302893 08/05/23	MCFIRE	48.00		32635	1000 7 420460	210	101000
6	302893 08/05/23		30.68		32635	5510 10 420730	210	101000
10	303352 07/19/23	Library	222.05		32228	2220 16 460100	210	101000
11	303352 07/20/23		817.37		32228	2220 16 460100	320	101000
12	303423 07/24/23		37.07		32230	2220 16 460100	210	101000
13	302987 06/12/23		45.00		32220	2220 16 460100	210	101000
14	303515 08/01/23		11.81		32236	2220 16 460100	210	101000
16	302886 06/01/23	Noble	273.39		32951	1000 4 411100	210	101000
137620	87034S	572 VERIZON WIRELESS	1,814.06					
1	08/07/23	SIMS Cards all Agencies	1,814.06		32841	2850 105 420140	345	101000
137621	-99342C	1921 MONTANA MUNICIPAL INTERLOCAL	259.37					
1	436862 08/05/23	August Retiree Premiums	259.37			1000 362022		101000
137622	87035S	498 CENTURY LINK	1,941.84					
1	08/21/23	9-1-1 Phone System	1,941.84		32845	2850 105 420140	345	101000
137623	87036S	3039 UTILITIES UNDERGROUND LOCATION	1,108.42					
1	3075093 07/31/23	July Locates	277.11		33051	5210 23 430550	220	101000
2	3075093 07/31/23		277.10		33051	5310 31 430630	220	101000
3	3075093 07/31/23		554.21		33051	2510 107 430220	220	101000
137624	-99335E	373 MASTERCARD	38,888.10					
1	08/20/23		570.32			1000 3 410500	220	101000
2	08/20/23		484.99			1000 5 420140	214	101000
3	08/20/23		243.11			1000 5 420140	220	101000
4	08/20/23		15.69			1000 5 420140	311	101000
5	08/20/23		76.37			1000 5 420140	345	101000
6	08/20/23		14.99			1000 5 420140	350	101000
7	08/20/23		856.48			1000 5 420140	366	101000
8	08/20/23		76.98			1000 5 420160	210	101000
9	08/20/23		484.99			1000 5 420160	214	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
10	08/20/23		5.94			1000 6 410300	311	101000
13	08/20/23		48.21			1000 7 420460	210	101000
14	08/20/23		333.10			1000 7 420460	214	101000
15	08/20/23		76.90			1000 7 420460	220	101000
16	08/20/23		40.35			1000 7 420460	230	101000
17	08/20/23		19.99			1000 7 420460	364	101000
18	08/20/23		98.91			1000 7 420460	380	101000
19	08/20/23		782.56			1000 13 460433	214	101000
20	08/20/23		260.97			1000 13 460433	220	101000
21	08/20/23		1,346.11			1000 13 460433	230	101000
22	08/20/23		1,171.53			1000 13 460433	363	101000
23	08/21/23		187.45			1000 14 460445	214	101000
24	08/20/23		65.79			1000 21 440600	220	101000
25	08/20/23		132.73*			1000 21 440600	311	101000
26	08/20/23		41.85			2220 16 460100	210	101000
27	08/20/23		98.99			2220 16 460100	311	101000
28	08/20/23		62.00			2220 16 460100	330	101000
30	08/20/23		715.47			2220 16 460100	382	101032
31	08/20/23		209.99			2394 18 420531	214	101000
34	08/20/23		127.04			2510 107 430220	210	101000
36	08/20/23		1,152.33			2510 107 430220	214	101000
37	08/20/23		15.90			2510 107 430220	220	101000
38	08/20/23		931.68			2510 107 430220	230	101000
39	08/20/23		27.38			2510 107 430220	231	101000
40	08/20/23		645.06			2510 107 430220	363	101000
41	08/20/23		104.33			2520 108 430220	210	101000
42	08/20/23		215.53			2520 108 430220	214	101000
43	08/20/23		3.98			2520 108 430220	220	101000
44	08/20/23		6.85			2520 108 430220	231	101000
46	08/20/23		232.93			2520 108 430220	230	101000
47	08/20/23		161.26			2520 108 430220	363	101000
48	08/20/23		337.32*			2880 111 430220	214	101000
49	08/20/23		50.00			2880 112 460100	350	101032
50	08/20/23		209.95			2880 112 460100	360	101032
51	08/20/23		3,185.78*			2880 43 460100	214	101003
52	08/20/23		396.10*			2880 43 460100	382	101003
53	08/20/23		24.24			5210 22 430530	220	101000
54	08/20/23		448.99			5210 22 430530	230	101000
55	08/20/23		46.09			5210 23 430550	210	101000
56	08/20/23		202.42			5210 23 430550	214	101000
57	08/20/23		729.12			5210 23 430550	220	101000
59	08/20/23		109.99			5210 23 430550	226	101000
60	08/20/23		260.41			5210 23 430550	230	101000
61	08/20/23		17.11			5210 23 430550	231	101000
62	08/20/23		18.87			5210 23 430550	235	102270

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63	08/20/23		424.41			5210 23 430550	363	101000
64	08/20/23		5.33			5210 25 430510	220	101000
65	08/20/23		21.03			5210 80 430540	220	101000
66	08/20/23		449.00			5210 80 430540	230	101000
67	08/20/23		5.33			5310 29 430610	220	101000
68	08/20/23		46.09			5310 31 430630	210	101000
69	08/20/23		154.43			5310 31 430630	214	101000
70	08/20/23		252.49			5310 31 430630	220	101000
73	08/20/23		110.00			5310 31 430630	226	101000
74	08/20/23		5.72			5310 31 430630	222	101000
75	08/20/23		318.05			5310 31 430630	230	101000
76	08/20/23		17.10			5310 31 430630	231	101000
77	08/20/23		417.78			5310 31 430630	363	101000
78	08/20/23		10.49			5310 32 430690	220	101000
79	08/20/23		24.99			5310 32 430690	230	101000
80	08/20/23		3.21			5310 33 430640	214	101000
81	08/20/23		10.50			5310 33 430640	220	101000
82	08/20/23		1,852.83			5310 33 430640	222	101000
85	08/20/23		5,814.08			5310 33 430640	230	101000
86	08/20/23		21.91			5310 33 430640	231	101000
87	08/20/23		4.07			5310 33 430640	311	101000
88	08/20/23		275.00			5310 33 430640	346	101000
89	08/20/23		36.79			5510 10 420730	210	101000
90	08/20/23		2,445.77			5510 10 420730	222	101000
91	08/20/23		271.83			5510 10 420730	364	101000
92	08/20/23		1,014.00			5510 10 420730	380	101000
93	08/20/23		71.92			5610 87 430300	210	101000
94	08/20/23		56.99			5610 87 430300	220	101000
95	08/20/23		2,898.27			5610 87 430300	230	101000
96	08/20/23		82.06			5610 87 430300	231	101000
97	08/20/23		9.65			5610 87 430300	311	101000
98	08/20/23		982.24*			5610 87 430300	330	101000
99	08/20/23		129.98			5610 87 430300	345	101000
100	08/20/23		751.67			5610 87 430300	363	101000
101	08/20/23		737.80*			5610 87 430300	350	101000
102	08/20/23		-30.93			6040 910 430220	214	101000
103	08/20/23		1,002.80*			6040 910 430220	230	101000
137625	-99344C	4187 MOFI	1,162.96					
1	08/05/23	Fire Training Center Payment52	649.58			1000 7 490500	654	101000
2	08/05/23		513.38			1000 7 490500	655	101000

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137626	87030S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	142.50					
1	59373 07/14/23	City Hall Rugs	20.50		30515	1000 8 411230	360	101000
2	59605 07/25/23	City Hall Rugs	34.50		30522	1000 8 411230	360	101000
3	59303 07/11/23		34.50		32900	1000 8 411230	360	101000
7	59320 07/11/23	PD	18.00		32919	1000 5 420140	360	101000
8	59626 07/25/23	PD	18.00		32927	1000 5 420140	360	101000
9	59447 07/18/23	Library	17.00		32228	2220 16 460100	360	101000
137627	-99333E	1970 MONTANA DAKOTA UTILITIES	47,971.16					
1	GAS/ELECTRIC ~ FD		626.88			1000 7 420460	341	101000
2	GAS/ELECTRIC ~ FD		42.36			1000 7 420460	344	101000
3	GAS/ELECTRIC ~ City Hall		857.01			1000 8 411230	341	101000
4	GAS/ELECTRIC ~ City Hall		73.71			1000 8 411230	344	101000
5	GAS/ELECTRIC ~ Parks		879.33			1000 13 460433	341	101000
6	GAS/ELECTRIC ~ Parks		80.78			1000 13 460433	344	101000
7	GAS/ELECTRIC ~ Bath House		342.30			1000 14 460445	341	101000
8	GAS/ELECTRIC ~ Animal Shelter		105.63			1000 21 440600	341	101000
9	GAS/ELECTRIC ~ Animal Shelter		35.24			1000 21 440600	344	101000
10	GAS/ELECTRIC ~ Library		1,371.50			2220 16 460100	341	101000
11	GAS/ELECTRIC ~ Library		75.15			2220 16 460100	344	101000
14	GAS/ELECTRIC ~ District 165		4,606.87			2400 46 430263	341	101000
15	GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16	GAS/ELECTRIC ~ District 167		650.05			2420 48 430263	341	101000
17	GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18	GAS/ELECTRIC ~ District 171		191.16			2430 49 430263	341	101000
19	GAS/ELECTRIC ~ District 172		1,275.89			2440 50 430263	341	101000
20	GAS/ELECTRIC ~ District 202		134.85			2470 72 430263	341	101000
21	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	GAS/ELECTRIC ~ District 173		36.91			2480 47 430263	341	101000
23	GAS/ELECTRIC ~ Sewer Lift		113.47			2510 107 430220	341	101000
28	GAS/ELECTRIC ~ Water Plant		8,604.16			5210 22 430530	341	101000
30	GAS/ELECTRIC ~ Water Plant		371.12			5210 22 430530	344	101000
31	GAS/ELECTRIC ~ Fish & Game		17.97			5210 23 430550	341	101000
32	GAS/ELECTRIC ~ Fish & Game		6.92			5210 23 430550	344	101000
33	GAS/ELECTRIC ~ Fish & Game		14.97			5310 31 430630	341	101000
34	GAS/ELECTRIC ~ Fish & Game		6.92			5310 31 430630	344	101000
35	GAS/ELECTRIC ~ Sewer Lift		2,255.82			5310 32 430690	341	101000
36	GAS/ELECTRIC ~ Sewer Lift		116.59			5310 32 430690	344	101000
38	GAS/ELECTRIC ~ Ambulance		281.64			5510 10 420730	341	101000
39	GAS/ELECTRIC ~ Ambulance		19.03			5510 10 420730	344	101000
42	GAS/ELECTRIC ~ Shop		679.99			6040 910 430220	341	101000
43	GAS/ELECTRIC ~ Shop		34.04			6040 910 430220	344	101000
44	FISH & GAME ~ ELECTRIC		23.96			2510 107 430220	341	101000
45	FISH & GAME ~ ELECTRIC		11.08			2510 107 430220	344	101000

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46		FISH & GAME ~ ELECTRIC	5.99			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	2.77			2520 108 430220	344	101000
50		Airport Electric	1,021.34			5610 87 430300	341	101000
51		Airport Gas	162.63			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	10,582.55			5310 33 430640	341	101000
55		419 N 7th PD	25.42			1000 5 420140	344	101000
56		419 N 7th PD	392.04			1000 5 420140	341	101000
57		419 N 7th PD	127.14			1000 5 420140	341	101000
58		419 N 7th PD	67.90			1000 5 420140	344	101000
59		Spotted Eagle Walleyes	30.79			1000 13 460433	341	101000
60		Splash Pad	1,039.81			1000 13 460433	341	101000
61		Bender MC Softball	176.09			1000 13 460433	341	101000
62		Bender MCC Softball	176.09			1000 13 460433	341	101000
137628	87037S	700 CUSTER COUNTY WATER & SEWER	20,204.21					
1	08/31/23	CCWSD Water/Sewer Collections	20,204.21			7980 211020		101000
137629	87020S	371 GENERAL DISTRIBUTING CO.	121.40					
1	1272909 07/31/23	Nitrous	121.40		32638	5510 10 420730	222	101000
137631	87038S	721 DALES CLEANING SERVICE	700.00					
1	08/24/23	City Hall ~ Aug Cleaning	700.00		33032	1000 8 411230	360	101000
137634	87039S	3292 MONTANA AIR CARTAGE	397.96					
1	YNZ3123 08/08/23	Partners Program crate delive	293.70		32238	2880 39 460100	311	101020
2	837934 07/11/23	Delivery	52.13		32393	5210 80 430540	352	101000
3	837935 07/18/23		52.13		32393	5310 33 430640	352	101000
137635	87018S	1721 MID RIVERS TELEPHONE CORP	4,459.61					
1		CITY COURT	129.57			1000 6 410300	345	101000
3		LIBRARY	153.53			2220 16 460100	345	101000
4			83.00			2220 16 460100	347	101000
5		CITY POOL	51.06			1000 14 460445	345	101000
7		911 Emergency	451.71			2850 105 420140	345	101000
8		911 EMERGENCY	475.18			2850 105 420140	345	101000
9		RSVP	132.44			2985 15 450340	345	101000
10		AIRPORT	57.52			5610 87 430300	345	101000
11			156.95			5610 87 430300	319	101000
12			14.80			5610 87 430300	347	101000
13		MAYOR	73.37			1000 1 410200	345	101000
14		FINANCE	99.61			1000 3 410500	345	101000
15			8.70			1000 3 410500	347	101000
16		ATTORNEY	107.97			1000 4 411100	345	101000
17		POLICE	330.11			1000 5 420140	345	101000
18			57.86			1000 5 420140	347	101000

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19	PD/DISPATCH		192.09			1000 5 420160	345	101000
20	FIRE		225.14			1000 7 420460	345	101000
21			50.69			1000 7 420460	347	101000
22	TREASURER		54.84			1000 9 410540	345	101000
23	PARK DEPT		73.64			1000 13 460433	345	101000
24			26.82			1000 13 460433	347	101000
25	ANIMAL CONTROL		72.29			1000 21 440600	345	101000
26			44.95			1000 21 440600	347	101000
27	PLANNING		39.88			1000 36 411020	345	101000
28	Flood		51.05			1000 201 431200	345	101000
29	BUILDING INSPECTION		77.10			2394 18 420531	345	101000
30	MMD #204		134.02			2510 107 430220	345	101000
31	MMD #205		76.14			2520 108 430220	345	101000
32	WATER PLANT		84.38			5210 22 430530	345	101000
33			22.82			5210 22 430530	347	101000
34	WATER LINES		131.81			5210 23 430550	345	101000
35			11.83			5210 23 430550	347	101000
36	WATER ADMIN		59.43			5210 25 430510	345	101000
37			1.04			5210 25 430510	347	101000
38	WASTE WATER ADMIN		59.42			5310 29 430610	345	101000
39			1.04			5310 29 430610	347	101000
40	SEWER LINES		131.82			5310 31 430630	345	101000
41			11.83			5310 31 430630	347	101000
42	WWTP		71.42			5310 33 430640	345	101000
43			44.95			5310 33 430640	347	101000
44	AMBULANCE		129.23			5510 10 420730	345	101000
45			24.96			5510 10 420730	347	101000
46	CITY SHOP		104.78			6040 910 430220	345	101000
47			26.92			6040 910 430220	347	101000
49			0.03			2935 11 460461	347	101000
50	URBAN RENEWAL		39.38			2310 11 460462	345	101000
51			0.49			2310 11 460462	347	101000
137636	87040S	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

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12	Building Inspector		123.81			2394 18 420531	360	101000
137637	-99343C 523 CITY SERVICE, INC.		1,226.73					
#24								
1	08/01/23 5000 Gallon Truck Principle		1,048.48		1337	5610 87 490500	650	101000
2	08/01/23 5000 Gallon Truck Interest		178.25		1337	5610 87 490500	651	101000
137638	-99338E 4360 ALLEGIANCE BENEFIT PLAN MGMT		87.50					
1	FSA/HSA Admin Fees		4.55			1000 13 460433	143	101000
2			0.26			1000 36 411020	143	101000
3			0.35			1000 201 431200	143	101000
4			6.65			2510 107 430220	143	101000
5			1.84			2520 108 430220	143	101000
6			0.09			2540 109 430220	143	101000
7			3.68			5210 23 430550	143	101000
8			3.59			5310 31 430630	143	101000
9			5.69			5210 22 430530	143	101000
10			2.36			5310 33 430640	143	101000
11			1.49			5310 32 430690	143	101000
12			1.93			6040 910 430220	143	101000
13			0.79			5310 29 430610	143	101000
14			0.79			5210 25 430510	143	101000
15			17.06			1000 5 420140	143	101000
16			6.39			1000 5 420160	143	101000
17			1.14			1000 21 440600	143	101000
18			9.80			1000 7 420460	143	101000
19			4.81			5510 10 420730	143	101000
20			4.90			2220 16 460100	143	101000
21			2.89			1000 3 410500	143	101000
22			1.49			1000 6 410300	143	101000
23			1.23			1000 4 411100	143	101000
24			2.45			5610 87 430300	143	101000
25			1.23			2985 15 450340	143	101000
26			0.05			2935 11 460461	143	101000
137639	87041S 4401 DEBRA L. RIPPEL		600.00					
1	52690 08/25/23 Library Cleaning Contract Aug		600.00		32240	2220 16 460100	360	101000
137640	87042S 4386 KIMBERLY MEES		750.00					
1	08/26/23 PD Cleaning August 23		750.00		32946	1000 5 420140	350	101000

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137641	87043S 08/24/23	4429 RICE & MARTIN, P.C. Law Library Prof Services	100.00 100.00			1000 4 411100	350	101000
137642	-99340C 10192411 07/27/23	1407 KLJ ENGINEERING LLC GIS Data Maintenance	4,362.45 4,362.45		32828	2850 105 420140	350	101000
137643	-99339C 0685717 08/02/23	523 CITY SERVICE, INC. 10700 Gallons AV Jet-A	34,642.75 34,642.75		1639	5610 87 430300	237	101000
137644	87044S 45279 07/27/23	2151 Morrison-Maierle System PBX Phone System Jul	660.00 330.00		32931	1000 5 420140	345	101000
	45508 08/23/23	PBX Phone System Aug	330.00		32945	1000 5 420140	345	101000
137645	87019S 12208 02/06/23	4440 ODRA LLC Unit 44	967.15 773.72		33016	2510 107 430220	363	101000
	12208 02/06/23		193.43		33016	2520 108 430220	363	101000
137646	87045S 08/04/23	4005 DEPT OF LABOR & INDUSTRY Library Elevator Certification	100.00 100.00		32237	2220 16 460100	360	101000
137647	87046S 7558 07/29/23	4322 WHITEHALL'S ALPINE DISTRIBUTING ATF Fluid	661.40 165.35		33013	2510 107 430220	222	101000
	7558 07/29/23		165.35		33013	2520 108 430220	222	101000
	7500 07/07/23		165.35		33013	5210 23 430550	222	101000
	7500 07/07/23		165.35		33013	5310 31 430630	222	101000
137648	87047S 3953377 07/10/23	4428 A & I DISTRIBUTORS Unit 45	372.39 148.95		33012	2510 107 430220	231	101000
	3953377 07/10/23		37.24		33012	2520 108 430220	231	101000
	3953377 07/10/23		93.10		33012	5210 23 430550	231	101000
	3953377 07/10/23		93.10		33012	5310 31 430630	231	101000
137649	87048S 429951 07/31/23	4441 CHAMBERLIN CONTRACTING LLC Curb and Gutter	1,175.00 1,175.00		33010	2510 107 430234	350	101000
137650	87049S 2411 08/01/23	4280 BEAR BUTTZ SEPTIC Portable Toilet Rentals	450.00 450.00		33015	1000 13 460433	350	101000
137651	87050S 1403170 07/31/23	4180 INTELLICORP RECORDS, INC. Background Checks	108.70 20.00			1000 3 410500	350	101000
	1403170 07/31/23		54.11			1000 7 420460	220	101000
	1403170 07/31/23		34.59			5510 10 420730	220	101000

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137652	87051S	288 MILES CITY AREA CHAMBER OF	73.20					
1	7124380 08/01/23	Bulk Mail RSVP Newsletters	73.20		32333	2985 15 450340	311	101000
137653	87052S	2560 REGAN PLUMBING & HEATING	776.82					
1	14405 07/10/23	Wibaux Park, Bender Supplies,	172.28		33017	1000 13 460433	230	101000
2	14404 08/03/23	Reconnect Service	360.17		33052	5210 23 430550	235	101000
3	14406 08/03/23	New Service Line	244.37		33052	5210 23 430550	235	101000
137654	87053S	4304 CROSSFIT MILES CITY	240.00					
1	08/07/23	Annual Gym Membership	240.00			1000 13 460433	334	101000
137655	87054S	1120 C & J ELECTRIC	9,771.26					
1	0947 07/21/23	LED Lights at Tennis Court	8,500.00*		33018	4000 501 460433	940	101000
2	1776 07/10/23	Lamps & Spare Contactor, Hook	1,271.26		32400	5310 33 430640	360	101000
137656	87055S	4218 CUSTER COUNTY TRANSIT	44.00					
1	80720232 08/07/23	Volunteer Rides July 2023	44.00		32334	2985 15 450330	379	101004
137657	87056S	4130 IBS, Inc.	1,173.57					
1	8225501 08/03/23	Steel Brush, Aerosol, Wasp Sp	197.17		33020	2510 107 430220	363	101000
2	8225501 08/03/23		49.29		33020	2510 107 430220	363	101000
3	8225501 08/03/23		123.24		33020	5210 23 430550	363	101000
4	8225501 08/03/23		123.23		33020	5310 31 430630	363	101000
5	8204181 07/11/23		272.26		33034	2510 107 430220	363	101000
6	8204181 07/11/23		68.06		33034	2520 108 430220	363	101000
7	8204181 07/11/23		170.16		33034	5210 23 430550	363	101000
8	8204181 07/11/23		170.16		33034	5310 31 430630	363	101000
137658	87021S	4365 FEDERAL AVIATION ADMINISTRATION	16,156.80					
1	AJFONAAC23 08/08/23	Flight Check on PAPI on Ru	16,156.80		1640	5610 87 430300	230	101000
137659	87057S	999999 KENNETH STEIN	272.76					
1	08/04/23	Travel Advance	81.50		31498	1000 6 410300	380	101000
2	08/04/23		191.26		31498	1000 6 410300	370	101000
137660	87058S	2162 MONTANA SUPREME COURT	550.00					
1	08/04/23	2023 Fall Conf Registration	300.00		31496	1000 6 410300	334	101000
2	08/04/23	2023 Fall Clerks Registration	250.00		31497	1000 6 410300	334	101000

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137661	87059S 999999	GAIL KREZELAK	247.51					
1	08/04/23 Travel Advance		56.25		31499	1000 6 410300	380	101000
2	08/04/23		191.26		31499	1000 6 410300	370	101000
137662	87060S 4013 SOLESTONE REIMB SERVICES		3,583.37					
1	13063 08/01/23 Billing July 2023		3,583.37		32640	5510 10 420730	350	101000
137663	87061S 2847 STEADMANS ACE HARDWARE		21.95					
1	566039 07/07/23 Truck 13 Maintenance		21.95		32641	1000 7 420460	364	101000
137664	87062S 4442 BEST PRACTICE MEDICINE NEW		4,800.00					
1	2115 03/31/23 Training		4,800.00		32642	5510 10 420730	380	101000
137665	-99337C 523 CITY SERVICE, INC.		17,825.62					
1	0685968 08/08/23 3,500 Gallons Av Gas 100LL		17,825.62		1641	5610 87 430300	237	101000
137666	87022S 763 DIAMOND J CONSTRUCTION		435,180.81					
1	Pay Est. 3 07/25/23 AIP 3-30-0055-020-2023 Han		435,180.81*		1632	5610 87 430320	930 7	101000
137667	87063S 4340 BILLING DOCUMENT SPECIALISTS		2,546.53					
1	89810 07/31/23 Water Postage		1,273.27		33053	5210 25 430510	320	101000
2	89810 07/31/23		1,273.26		33053	5310 29 430610	320	101000
137668	87064S 2255 NORMONT EQUIPMENT CO		882.00					
1	30246 08/09/23 Flusher Hose Swivels		441.00		33054	2510 107 430220	230	101000
2	30246 08/09/23		441.00		33054	2520 108 430220	230	101000
137669	87065S 504 Cintas		163.21					
1	5170308079 08/09/23 Med Kit Refill at PD		163.21		32938	1000 5 420140	220	101000
137670	87066S 870 EAST MAIN ANIMAL CLINIC		835.55					
1	10746 07/31/23 Vet Fees		457.50		32937	1000 21 440600	350	101000
2	10889 08/31/23 Vet Fees		378.05		33103	1000 21 440600	350	101000
137671	87067S 999999 MALLORY REDDICK		1,088.00					
1	07/14/23 Rabies Vaccine Shelter Employe		1,088.00		32934	1000 21 440600	350	101000
137672	87068S 4357 MCCONE ELECTRIC CO-OP INC		75.12					
1	08/09/23 Sheep Mountain Tower		75.12		32839	2850 105 420140	341	101000

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137673	87069S	869 EAST MONT COMMUNICATIONS	2,749.00					
1	8178 05/10/23	Install of Dispatch Radio Micr	2,749.00		32838	2850 105 420140	350	101000
137674	87070S	4210 MUGGLI CONTRACTING	3,600.00					
1	203844 08/10/23	Tree Removal In Boulevard	3,600.00		33023	2510 107 430220	350	101000
137675	87071S	267 HAYNES ENTERPRISES	9,516.01					
1	7061 08/10/23	Tompy and Doedon	9,516.01		33014	2510 107 430234	350	101000
137676	87072S	4217 CENTRAL SQUARE TECHNOLOGIES	51,318.02					
1	389205 08/07/23	Zuercher Yearly Fees	48,978.02		32837	2850 105 420140	350	101000
2	388300 07/31/23	Training Zuercher Evidence Con	2,340.00		32831	2850 105 420140	350	101000
137677	-99334C	4050 US BANK - SPA LOCKBOX	62,412.56					
1	9999FY9H8 08/15/23	SID 211	1,995.47			3670 110 490500	643	101000
2	9999FY9H8 08/15/23		888.83			3670 110 490500	644	101000
3	9999JVANS5 08/15/23	PD Remodel	14,992.87			1000 5 490500	658	101000
4	9999JVANS5 08/15/23		12,843.72			1000 5 490500	659	101000
5	2947-1 08/15/23	Fire Truck Loan	23,364.76			1000 7 490500	645	101000
6	2947-1 08/15/23		8,326.91			1000 7 490500	646	101000
137678	87023S	4426 APG YELLOWSTONE NEWS	844.90					
1	398750 07/17/23	Legal-Bender	86.67		31224	1000 201 431200	331	101000
2	398756 07/17/23		86.67		31224	1000 201 431200	331	101000
3	395427 08/08/23	Legal 405 Pleasant	80.89		31228	1000 201 431200	331	101000
4	393576 08/08/23	Legal 1502 N Montana	86.67		31228	1000 201 431200	331	101000
5	396096 08/08/23		86.67		31228	1000 201 431200	331	101000
6	393576 08/08/23	Budget	151.99		31348	1000 3 410500	331	101000
7	407582 08/08/23	Ordinance 1368	108.00		31348	1000 3 410500	331	101000
8	157.34 08/08/23	Council Vacancy	157.34*		31348	1000 2 410100	331	101000
137680	87073S	1720 MIDLAND IMPLEMENT	3,420.00					
1	214995001 08/08/23	Freight in Material Surchar	3,420.00*		33022	4000 501 460433	940	101000
137681	87074S	267 HAYNES ENTERPRISES	447.91					
1	7029 06/28/23	Tompy/Doeden	447.91		33021	2510 107 430234	350	101000
137682	87075S	2632 RZ WELDING	870.00					
1	3850 08/10/23	Welding Supplies	348.00		32461	2510 107 430220	231	101000
2	3850 08/10/23		87.00		32461	2520 108 430220	231	101000
3	3850 08/10/23		217.50		32461	5210 23 430550	231	101000
4	3850 08/10/23		217.50		32461	5310 31 430630	231	101000

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137683	87076S 4443 FORTA, LLC		544.90					
1	1312455 08/08/23 Livescan Licensing Renewal		544.90		32836	2850 105 420140	350	101000
137684	87077S 2579 ROBERT PECCIA & ASSO		13,729.44					
1	227191 07/20/23 Design Specs & Bidding for WWT		13,729.44		33055	5310 33 430640	357	101000
137685	87078S 4288 KONE PASADENA		7,999.00					
1	1158574894 08/04/23 WTP Elevator Decomissionin		7,999.00		33056	5210 22 430530	350	101000
137686	87024S 2865 DEPT OF ENVIRONMENTAL QUALITY		280.00					
1	09/18/23 Application Fees		140.00		32390	5210 22 430530	380	101000
2	09/18/23 Exam Fees		140.00		32390	5210 80 430540	380	101000
137687	87025S 268 MILES CITY SANITATION INC.		60.00					
1	300097 08/01/23 Garbage Services		60.00		32936	1000 5 420140	220	101000
137688	-99331C 523 CITY SERVICE, INC.		36,642.40					
1	0690747 08/22/23 10,000 Gallons AV Jet-A		36,642.40		1643	5610 87 430300	237	101000
137689	87079S 2853 STRYKER SALES CORP		3,702.84					
1	9204396122 08/01/23 AED		3,702.84		32643	5510 10 420730	940	101000
137690	87080S 273 BALCO UNIFORM CO.		552.80					
1	75126 08/11/23 Badges (3)		414.60		32939	1000 5 420140	220	101000
2	75314 08/21/23 Police Badge #24		138.20		32941	1000 5 420140	220	101000
137691	87081S 4191 LEISURE IN MONTANA		1,268.14					
1	287981 07/31/23 UV Bulb		208.26		33024	1000 13 460433	222	101000
2	282991 07/05/23 Acid Magic		1,059.88		33024	1000 13 460433	222	101000
137692	87082S 4109 CHS FARMERS ELEVATOR		2,000.00					
1	1208 08/17/23 Tree Removal		2,000.00		33027	2510 107 430220	350	101000
137693	87083S 4171 FERGUSON WATERWORKS #1701		4,119.30					
1	08313684 08/15/23 Ally Meter Pit w/LD		3,044.30		33057	5210 23 430550	235	101000
2	0862557 08/17/23 Gate Valve		1,075.00		33057	5210 23 430550	230	101000
137695	87084S 4444 COMPUTER SUPPORT MILES CITY LLC		169.35					
1	1818 08/06/23 Fixed Virus and Installed Soft		169.35*		1644	5610 87 430300	350	101000

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137696	87085S 4303 PARKER, HEITZ, & COSGROVE, PLLC		67.50					
1	20231767 07/31/23 City vs. Eckart		67.50		31349	1000 2 410100	350	101000
137697	87026S 3097 WAL MART STORES INC		8,232.96					
1	08/22/23 32 Pallets of Bottled Water		8,232.96		33060	5210 23 430550	220	101000
137698	87086S 378 BLACK MOUNTAIN SOFTWARE		34,745.00					
1	29291 08/23/23 Annual Maintenance		11,138.33			1000 3 410500	360	101000
2	29291 08/23/23		11,138.33*			5210 25 430510	360	101000
3	29291 08/23/23		11,138.34*			5310 29 430610	360	101000
4	29291 08/23/23 Bldg Permit Program Software P		1,330.00			2394 18 420531	360	101000
137699	87029S 999999 NICHOLAS BEANER		74.01					
1	201321 08/24/23 Reimburse Fuel Personal Card		74.01		30826	5210 22 430530	231	101000
137700	87087S 771 DEPT OF REVENUE		3,519.06					
1	Pay App 2 08/12/23 Diamond J Pay App #2 1% Gro		3,519.06		33059	5310 31 430630	940	101000
137701	87088S 763 DIAMOND J CONSTRUCTION		348,386.59					
1	Pay App #2 08/12/23 N Haynes Sewer Rehab		111,336.00		33058	2991 31 430630	940	101000
2	Pay App #2 08/12/23		237,050.59		33058	5310 31 430630	940	101000
137702	87089S 1361 INTERSTATE ENGINEERING		13,679.00					
1	51761 08/22/23 N 7th Design Eng		3,272.39		33062	5210 23 430550	940	101000
2	51761 08/22/23		599.17		33062	5310 31 430630	940	101000
3	51761 08/22/23		737.44		33062	2510 107 430237	350	101000
4	51668 08/22/23 N 7th Design Eng		6,439.70		33061	5210 23 430550	357	101000
5	51668 08/22/23		1,179.10		33061	5310 31 430630	357	101000
6	51668 08/22/23		1,451.20		33061	2510 107 430237	350	101000
137703	87090S 2529 RAILROAD MANAGEMENT CO III, LLC		344.67					
1	480318 04/27/23 License Fees		344.67		33063	5210 23 430550	220	101000
137704	87091S 4384 BROSZ ENGINEERING INC		63,260.00					
1	B34034U 08/23/23 N Haynes Construction Enginee		63,260.00		33064	5310 31 430630	940	101000
137705	87092S 2510 QUAD K SUPPLY		48.00					
1	67405 08/22/23 Roll Towels		48.00		32943	1000 5 420140	220	101000

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137706	87093S 4427 ZIGS AUTO SERVICE		1,514.05					
1	153865 08/16/23 A26		1,514.05		32644	5510 10 420730	364	101000
137707	87094S 999999 SARAH LEWIN		60.94					
1	08/24/23 Fuel A28		60.94		32647	5510 10 420730	231	101000
137708	87095S 4014 ENTENMANN-ROVIN CO.		158.75					
1	175532 08/10/23 Name Bars		158.75		32645	1000 7 420460	226	101000
137709	87096S 371 GENERAL DISTRIBUTING CO.		235.98					
1	47473 08/16/23 O2		102.65		32648	5510 10 420730	222	101000
2	1284391 08/31/23 Nitrous		133.33		32653	5510 10 420730	222	101000
137711	-99330C 1921 MONTANA MUNICIPAL INTERLOCAL		243,295.00					
1	07/01/23 MMIA Liability FY 22/23		120,291.69			1000 3 410500	513	101000
2	07/01/23		3,870.81			2220 16 460100	513	101000
3	07/01/23		14.27			2310 11 460462	513	101000
4	07/01/23		1,224.91			2394 18 510330	513	101000
5	07/01/23		16,784.85			2510 107 430220	513	101000
6	07/01/23		4,473.86			2520 108 430220	513	101000
7	07/01/23		107.40			2540 109 510330	513	101000
8	07/01/23		14.27			2935 11 460461	513	101000
9	07/01/23		20,133.62			5210 25 510330	513	101000
10	07/01/23		61,756.20			5310 29 510330	513	101000
11	07/01/23		12,076.13			5510 10 510330	513	101000
12	07/01/23		2,546.99*			6040 910 510330	513	101000
137712	87097S 4417 GEOPLAND		2,976.00					
1	08/29/23 Planning Services		2,976.00		33033	1000 36 411020	350	101000
137713	87098S 999999 MONTANA AG NEWS		119.00					
1	19168 08/28/23 2023 Ad		119.00*		1646	5610 87 430300	330	101000
137714	87099S 999999 CINDY ERICKSON		154.63					
1	08/29/23 Travel to Colstrip/Forsyth		154.63		32336	2985 15 450340	370	101000
137715	87100S 999999 OSTLUNDS FIRE PROTECTION		296.00					
1	5280 08/15/23 Annual Inspection of Fire Spr		296.00		33101	1000 5 420140	350	101000

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137716	87101S 4445 G.W. INC		8,658.00					
1	1228011 08/10/23 Glock Gen 5 9mm X18		8,658.00*		32950	1000 5 420140	227	101000
137717	87102S 4446 BIG SKY MENTAL HEALTH SERVICES,		200.00					
1	556 07/20/23 Officer Eval Written & Consult		200.00		32949	1000 5 420140	350	101000
137718	87103S 3229 ROLLING RUBBER / POINT S		23.00					
1	1084656 08/24/23 Flat Repair 2003 Crown Vic		23.00		32948	1000 5 420140	366	101000
137719	87104S 4346 MOUNTAIN ALARM		42.00					
1	3836277 08/17/23 Monthly Alarm Monitoring		42.00		32947	1000 5 420140	350	101000
137720	87031S 999999 JESSE BERG		875.00					
1	Basic 182 08/30/23 MLEA Basic Meals Reimburse		875.00		33102	1000 5 420140	370	101000
137721	87105S 286 STANLEY CHIROPRACTIC OFFICE		570.00					
1	08/03/23 CDL Physicals		47.50		33065	5210 23 430550	220	101000
2	08/03/23		47.50		33065	5310 31 430630	220	101000
3	08/30/23		228.00		33038	2510 107 430220	220	101000
4	08/30/23		57.00		33038	2520 108 430220	220	101000
5	08/30/23		190.00		33038	1000 13 460433	220	101000
137722	87106S 800 DOEDEN CONSTRUCTION		2,968.89					
1	C62729 08/09/23 Millings/Curb & Gutter		661.50		33035	2510 107 430234	350	101000
2	C62729 08/10/23		1,845.91		33035	2510 107 430233	230	101000
3	C62757 08/14/23		461.48		33035	2520 108 430233	230	101000
137723	87107S 4447 DOUBLE T TREE SERVICE		2,500.00					
1	1219 08/30/23 Tree Removal		2,500.00		33036	2510 107 430220	350	101000
137724	87108S 2962 2 M COMPANY INC		842.08					
1	201023415 08/25/23 Rotors		842.08		33037	1000 13 460433	230	101000
137725	87109S 4448 ODRA, LLC		2,609.37					
1	12806 08/28/23 Sweeper Parts		2,087.50		32462	2510 107 430220	363	101000
2	12806 08/28/23		521.87		32462	2520 108 430220	363	101000
137726	87110S 902 ENERGY LABORATORIES INC		516.00					
1	572692 08/15/23 Bacti's, TOC's, Flouride, Amm		463.00		32391	5210 80 430540	352	101000
2	573167 08/15/23 Nitrates, Nitrites, Bacti's		53.00		32391	5310 33 430640	352	101000

09/06/23
15:06:47

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/23

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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
137727	87111S	1896 HAWKINS, INC	40.00					
1	6551743 08/15/23	Demurrage	10.00		32392	5210 80 430540	222	101000
2	6551743 08/15/23		30.00		32392	5310 33 430640	220	101000
137728	87112S	284 AQUA-PURE	2,091.25					
1	12303 08/14/23	SCM Remote Monitor & Cable	2,091.25		32395	5210 22 430530	230	101000
137729	87113S	2871 THATCHER COMPANY OF MONTANA	11,435.95					
1	2023350102 08/22/23	Aluminum Sulfate	11,435.95		32398	5210 80 430540	222	101000
137730	87114S	4234 GREEN PRO SOLUTIONS	1,686.12					
1	23260 08/22/23	Floating Lift Station	1,686.12		32399	5310 32 430690	230	101000
137731	87115S	4282 FLOWPOINT ENVIRONMENTAL SYSTEMS	1,095.00					
1	SU6429 08/18/23	Software Maintenance	1,095.00		33152	5310 33 430640	350	101000
137733	87116S	999999 SCOTT DENSON	67.10					
1	09/01/23	DAV Volunteer Meal Reimburseme	67.10		32338	2985 15 450330	379	101004
137734	87117S	2903 TIRE-RAMA	517.46					
1	1062450 08/25/23	Tires/Rescue A28	517.46		32649	1000 7 420460	364	101000
137735	87118S	4312 VALERI RUSSELL, PA-C	1,500.00					
1	#3 07/31/23	Q&I May, June, July	1,500.00		32650	5510 10 420730	350	101000
137737	87119S	2853 STRYKER SALES CORP	201.45					
1	9204525655 08/23/23	Lucas Repair	201.45*		32655	5510 10 420460	230	101000
137738	87120S	4169 EMERGENCY APPARATUS MAINT., INC.	1,869.37					
1	129128 08/16/23	E7	1,869.37		32651	1000 7 420460	364	101000
137739	87121S	4149 Gordon Repair, LLC	775.30					
1	019409 09/06/23	Tines	329.30		1648	5610 87 430300	230	101000
2	019423 09/06/23	Tines	446.00		1648	5610 87 430300	230	101000
137740	87124S	4162 CROSS PETROLEUM SERVICE	402.08					
1	106535 09/06/23	Aviation Oil	402.08		1649	5610 87 430300	250	101000
137741	87123S	4275 TOP GUN ASPHALT	4,700.00					
1	2355 08/23/23	Waterbreak Cut Paving Strevell	4,700.00		33066	5210 23 430550	350	101000

of Claims 121 Total: 1718,384.50

Total Electronic Claims 538,605.15 Total Non-Electronic Claims 1179779.35