



CITY OF MILES CITY

Regular Council Meeting Agenda

January 27, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

[A.](#) Regular City Council Meeting 2026 0113

[B.](#) Human Resource Committee Minutes 2026 0121

[C.](#) Finance Committee Meeting 2026 0121

3. SCHEDULE MEETINGS

4. STAFF REPORTS & OTHER COMMITTEE MINUTES

[A.](#) December 2025 Miles City Police Dept report

[B.](#) TIFD Minutes 2026 0115

5. CITY COUNCIL COMMENTS

6. MAYOR COMMENTS

7. UNFINISHED BUSINESS

[A.](#) TIFD BOARD/URA PRESENTATION

[B.](#) APPROVE TIFD AWARD IN THE AMOUNT OF \$17,316.00 OR 60% OF THE PROJECT TO ERIN THORMODSGARD FOR REPLACING FACADE, DOOR, WINDOWS, AND METAL SIDING AT 114 N 7TH STREET.

[C.](#) AWARD TIFD AWARD IN THE AMOUNT OF \$27,000, OR 50% OF FINISHED PROJECT COST TO MILES CITY YOUTH BASEBALL ASSOCIATION (MCYBA) FOR ROOF REPLACEMENT, FACADE PAINTING, EXTERIOR LIGHTING UPGRADES, AND AWNING REPLACEMENT.

8. NEW BUSINESS

- A. ORDINANCE 1401 - (*First Reading*) AN ORDINANCE REVISING CITY CODE SECTIONS 7-57 THROUGH 7-62 PERTAINING TO THE CITY OF MILES CITY URBAN RENEWAL DISTRICT BOARD OF COMMISSIONERS AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.
- B. DISCUSSION ON THE CURRENT FINANCIAL CONDITIONS OF THE CITY OF MILES CITY
- C. DISCUSS THE PUBLIC NUISANCE ORDINANCES
- D. APPROVE PARK USE PERMITS FOR MCC BASEBALL AND SOFTBALL
- E. RESOLUTION NO. 4659 - A RESOLUTION REVISING HUMAN RESOURCES PART-TIME POSITION JOB DESCRIPTION AND NEW PAY RATE (Human Resource Committee recommends)
- F. RESOLUTION NO. 4660 - A RESOLUTION REVISING THE DEPUTY CLERK POSITION DESCRIPTION TO INCLUDE PAYROLL PROCESS AND PAY RATE INCREASE OF \$2.00 (Human Resources Committee recommends)
- G. RESOLUTION NO. 4661 - (*First Reading*) A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2025-2026 TO INCREASE THE BUDGETED AMOUNT IN GENERAL FUND FOR UNBUDGETED EXPENDITURES.
- H. RESOLUTION NO. 4662 - A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF MILES CITY AND SDI ARCHITECTS + DESIGN FOR THE PURPOSE OF DEVELOPING BIDDING DOCUMENTS AND ADMINISTERING CONSTRUCTION FOR THE RE-ROOF OF THE CITY'S EXISTING WATER TREATMENT PLANT.
- I. RESOLUTION NO. 4663 - A RESOLUTION APPROVING A "LEASE AND SERVICE AGREEMENT" WITH SAFE HAVEN BOXES, INC

9. **ADJOURNMENT**

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



CITY OF MILES CITY

Regular Council Meeting Minutes

January 13, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Mayor Grenz led the Council in the Pledge of Allegiance.

ROLL CALL

PRESENT

Councilmember Dan Scott
Councilmember Ed Pulecio
Councilmember Rick Huber
Councilmember Jeni Losey
Councilmember Cody Steiner
Councilmember Kevin Thomason
Councilmember Brooke Bartholomew
Councilmember Don Simpson
Mayor Chris
Grenz

Also present were City attorney Dan Rice, Police Chief Doug Colombik, Interim Fire Chief Ed Kanduch, Dispatch Director Lyne Anderson, Building Inspector Gabe Martinsen, Custer County Commissioners Jason Strouf, Kevin Krausz, and Jeff Faycosh, and City Clerk/Recorder Mary Rowe.

1. ELECT CITY COUNCIL PRESIDENT

Councilmember Scott nominated Brooke Bartholomew, Seconded by Councilmember Losey.

Councilmember Thomason nominated Rick Huber, Seconded by Councilmember Pulecio.

Mayor Grenz asked for a show of hands for Brooke Bartholomew and four were raised, with Pulecio, Bartholomew, Thomason, and Steiner voting no.

Mayor Grenz asked for a show of hands for Rick Huber and three were raised with Scott, Huber, Losey, Bartholomew, and Simpson voting no.

Mayor Grenz congratulated Brooke Bartholomew as Council President.

2. REQUEST OF CITIZENS AND PUBLIC COMMENT

Brenda Little, 219 S. Jordan, welcomed the new Council Members and Mayor. She also thanked Dwayne Andrews for his service and sorting out the mess he was dealt.

Jerry Muggli, 417 Merriam, asked to discuss his industrial site lease. Mayor Grenz let him know the industrial site leases were on the agenda and can be discussed then.

3. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. HUMAN RESOURCES COMMITTEE MINUTES 2025 1204

Motion made by Councilmember Pulecio, Seconded by Councilmember Simpson.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson

B. Regular City Council Minutes 2025 1209

Motion made by Councilmember Scott, Seconded by Councilmember Pulecio.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson

C. Special City Council Minutes 2025 1216

Motion made by Councilmember Thomason, Seconded by Councilmember Simpson.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson

D. Finance Committee Minutes 2025 1204

Motion made by Councilmember Scott, Seconded by Councilmember Bartholomew.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson

4. SCHEDULE MEETINGS

Planning Board Meeting January 20th @ 6pm

5. APPOINTMENTS

A. City Attorney - Dan Rice

Deputy City Attorney - James Carr

Motion made by Councilmember Pulecio to reappoint Dan Rice, Seconded by Councilmember
Simpson.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson.

Motion made by Councilmember Losey to reappoint James Carr, Seconded by
Councilmember Pulecio.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber,
Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember
Bartholomew, Councilmember Simpson

B. Public Service Committee

Human Resources Committee

Public Safety Committee

Finance Committee

Mayor Grenz appointed Council Members to the committees as follows:

Public Service Committee- Losey, Simpson, Scott, & Pulecio

Human Resources Committee- Bartholomew, Steiner, Huber, & Losey

Public Safety Committee- Thomason, Scott, Losey, & Simpson

Finance Committee- Bartholomew, Huber, Steiner, & Pulecio

C. Board of Appeals - Noah Mahan

Planning Board - Robert Hutchings

Planning Board - Steve Palmeri

Planning Board - City Council Member

Zoning Commission -Leif Ronning

URA/TIFD - Tom Clarke

Health Board - City Council Member

Airport Commission - City Council Member

Economic Development Board - City Council Member

911 Board - City Council Member

PPI Committee - City Council Member

Local 600/Labor - Mayor and City Council Member

Solid Waste Board - City Council Member

Mayor Grenz asked for volunteers for the non-standing committees that have a council member assigned to them. The following assignments were made:

Board of Appeals - Noah Mahan

Planning Board - Robert Hutchings

Planning Board - Steve Palmeri

Planning Board - Ed Pulecio

Zoning Commission -Leif Ronning

URA/TIFD - Tom Clarke

Health Board - Brooke Bartholomew

Airport Commission - Kevin Thomason

Economic Development Board - Dan Scott

911 Board - Brooke Bartholomew

PPI Committee - Jeni Losey

Local 600/Labor - Mayor Grenz and Cody Steiner

Solid Waste Board - Rick Huber

Mayor Grenz requested a consent agenda for agenda Item C.

Motion made by Councilmember Simpson to use consent agenda, Seconded by Councilmember Pulecio.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson.

Motion made by Councilmember Simpson to appoint all members under item C, Seconded by Councilmember Thomason.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

6. STAFF REPORTS & OTHER COMMITTEE MINUTES

Chief Colombik presented two citizen awards to Tanner Cahill and Robert Washington for their heroic actions in apprehending fleeing suspects connected to a DUI, stolen vehicle, and hit-and-run.

Inspector Martinsen stated that on March 1st, 2026 the building department will be issuing all siding permits and will be doing both residential and commercial mechanical inspections on July 1st, 2026.

Interim Chief Kanduch informed Council of the new "safe haven" baby box that is going to be installed at the fire department. Since it is currently under construction, the one exterior wall design was rearranged a little to accommodate the box. He explained that it is a significant cost, but is fully funded by the pregnancy outreach clinic.

Director Anderson noted that the baby box alarm will also sound at dispatch alerting them that the box is being used. She also presented stats for last year, pointing out that call volume is continually increasing year after year.

A. Planning Department Staff Report

B. NOVEMBER 25 BUDGET REPORTS

7. CITY COUNCIL COMMENTS

None

8. MAYOR COMMENTS

Mayor Grenz presented a handout and stated that with the city struggling financially we need to annex the industrial site leases. Also looking at bringing the businesses on Haynes Ave into the City limits. He recommends investing excess monies from the water & sewer funds into a STIP account. He stated we could get approximately \$242,000 in interest with the Board of Investments 4.71% interest rate. He ran a report from the water department and noted 17 pages of businesses in Miles City, so we need to get on charging for business licenses. He stated that the Chamber of Commerce has 1.5 million dollars in grants available to smaller cities . He instructed the Fire Department and Police to Department to apply so we don't miss our chance. The fire department may be able to apply for a coal board grant for a new fire vehicle, since the police have exhausted their coal board grants for new vehicles.

9. PUBLIC HEARINGS

- A. RESOLUTION NO. 4655 - A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2025-2026 TO INCREASE THE BUDGETED AMOUNT IN VARIOUS FUNDS FOR VARIOUS UNBUDGETED REVENUES AND EXPENDITURES. (Finance Committee Recommends Approving).

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

10. UNFINISHED BUSINESS

- A. RESOLUTION NO. 4655 - A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2025-2026 TO INCREASE THE BUDGETED AMOUNT IN VARIOUS FUNDS FOR VARIOUS UNBUDGETED REVENUES AND EXPENDITURES. (Finance Committee Recommends Approving).

Motion made by Councilmember Scott, Seconded by Councilmember Thomason.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

11. NEW BUSINESS

- A. RESOLUTION NO. 4658 - A RESOLUTION OF THE CITY OF MILES CITY, MONTANA, AUTHORIZING CUSTER COUNTY, MONTANA, TO ADMINISTER THE ISSUANCE OF BURN PERMITS THROUGH THEIR ONLINE PERMITTING SYSTEM.

Interim Chief Kanduch along with Cory Cheguis with Custer County Fire explained that they both are issuing burn permits now, but the county utilizes an online platform that is very user friendly and allows messages to go directly to fire and dispatch through. It makes sense to have them all in one place.

Motion made by Councilmember Thomason, Seconded by Councilmember Pulecio.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

- B. Discuss Industrial Site Leases

Mayor Grenz explained the tax benefit of annexing the industrial site in to the city limits. Attorney Rice stated that it is city owned, so there is no one to protest it, but Joel and himself will look into the process.

There were questions as to who is and will be responsible for maintaining the roads. After a brief discussion it was decided that it could be added as an extension of services into the leases.

Jerry Muggli asked if he could renew his lease, to which Contract Planner Nelson replied that he would reach out to him.

- C. Discuss Allocation of Cannabis Tax

Mayor Grenz recommends putting the cannabis tax revenue into capital improvement funds for future purchases/developments. If it is in capital improvement funds then we could use that money as a match when applying for grants.

Councilmember Pulecio agreed with putting into a capital improvement fund and also noted that it could be used to cover legal fees or annexation.

- D. APPROVE TIFD AWARD IN THE AMOUNT OF \$17,316.00 OR 60% OF THE PROJECT TO ERIN THORMODSGARD FOR REPLACING FACADE, DOOR, WINDOWS, AND METAL SIDING AT 114 N 7TH STREET.

Motion made by Councilmember Huber, Seconded by Councilmember Pulecio.

Councilmember Losey has concerns about how this item meets the criteria and how the decisions are being made. She wants to ensure that the funds are being used appropriately.

Councilmember Bartholomew asked that the applications come with the recommendations.

Clerk Rowe suggested assigning a member of council to be the city representative on the TIFD Board. Councilmembers Bartholomew, Pulecio, and Losey all volunteered.

Motion to postpone until next meeting made by Councilmember Huber, Seconded by Councilmember Bartholomew.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

- E. AWARD TIFD AWARD IN THE AMOUNT OF \$27,000, OR 50% OF FINISHED PROJECT COST TO MILES CITY YOUTH BASEBALL ASSOCIATION (MCYBA) FOR ROOF REPLACEMENT, FACADE PAINTING, EXTERIOR LIGHTING UPGRADES, AND AWNING REPLACEMENT.

Motion to postpone until next meeting made by Councilmember Scott, Seconded by Councilmember Simpson.

Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

12. ADJOURNMENT

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Motion made by Councilmember Huber, Seconded by Councilmember Thomason.
Voting Yea: Councilmember Scott, Councilmember Pulecio, Councilmember Huber, Councilmember Losey, Councilmember Steiner, Councilmember Thomason, Councilmember Bartholomew, Councilmember Simpson

The meeting was adjourned at 6:58pm



CITY OF MILES CITY

Human Resources Committee Meeting Minutes

January 21, 2026 at 5:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

Mayor Grenz called the Human Resources Committee meeting to order at 5pm

PRESENT

- Committee Member Rick Huber
- Committee Member Ed Pulecio
- Committee Member Brooke Bartholomew
- Mayor Chris Grenz
- Committee Member Cody Steiner

ALSO Present

Committee Member Jeni Losey, Deputy Clerk/Minute Recorder Tamara Ellsworth

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

2. ELECT CHAIRPERSON

Motion made by Committee Member Pulecio to nominate Committee Member Bartholomew as Chair, Seconded by Committee Member Huber.

Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

3. NEW BUSINESS

A. Revise and Recommend Human Resources Part-time Position Description

Motion made by Committee Member Pulecio to open the review on the Human Resources job description, Seconded by Committee Member Bartholomew.

Committee member Huber addressed Committee that he has made some calls to other places of employment with Human Resources to see if this position happens to be a part time and if that is possible. Mayor Grenz commented that the Payroll portion of this Human Resource job description makes this position a full-time position and with the Deputy Clerk taking on the payroll duties we could consider the HR to be a part-time position. Chairperson Bartholomew emphasized that there may be difficulty finding someone wanting to only do a part-time position. Jeni Losey questioned the Deputy Clerk as to how she was handling to new duties added on to her Deputy Clerk position. Deputy Clerk Ellsworth stated that in the beginning due to all of the pay corrections that needed to be made it was a lot to take on but with that done and over it has become easier except for the liabilities that need to be done after each pay period. Deputy Clerk Ellsworth stated that if she only had to do the payroll processing that is feasible to do with her other duties. After much discussion between the Committee members, it was determined to remove the payroll process but to keep the new employment

onboarding and employee benefits entry to make the Human Resources job description a part-time description. If there are no applicants for the new Part-time Human Resource Officer the committee members will reconvene and change the position back to a full-time position will all of the payroll duties added back on to their duties.

Motion made by Committee Member Pulecio to recommend removing payroll from the job description and make this position a Part-time job, Seconded by Committee Member Steiner. Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

B. Revise and Recommend Deputy Clerk Position Description

Motion made by Committee Member Pulecio to open the review and recommendation of the Deputy Clerk Position, Seconded by Committee Member Huber.

Committee members discussed what needs to be revised and it was decided to add the payroll process to the duties of the Deputy Clerk Job and this will remain in effect if the Human Resource Officer gets applicants for the Part-time job description. It was also discussed to give the Deputy Clerk a \$2.00 pay increase for taking on the Payroll duties and to retro pay back for when this started, this \$2.00 pay increase only stays in effect as long as the Deputy Clerk maintains the payroll duties. If the Human Resource officer position goes back to a full-time position the payroll duties would be given back to that position and taken away from the Deputy Clerk duties and the pay increase would no longer be in effect.

Motion made by Committee Member Steiner to add the duties of Payroll to the Deputy Clerk job description and to give a \$2.00 pay increase to remain as long as the Deputy Clerk maintains the payroll duties, Seconded by Committee Member Huber. Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

C. SET HOURLY PAY RATE FOR HUMAN RESOURCES OFFICER

Motion made by Committee Member Pulecio to set the Part-Time Human Resources Officer pay rate to \$21.00 an hour without employee benefits, Seconded by Committee Member Huber. Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

Committee member Pulecio asked what the costs of employee benefits are to the city. City Clerk Rowe stated that the monthly benefits cost \$892.00 per month and that amount does not change even if it is only a part time employee. Jeni Losey stated that if we include the benefits with this part time position it may set a precedence to all the other part time employees with the city that do not receive this benefit and feels we should include with this with the new position. Chairperson asked fellow committee members how they felt about including the benefits and it was decided that if the benefits were to be included the pay rate would have to be significantly reduced to around \$10.00 an hour rate due to the costs of the benefits. After a brief discussion it was decided to set the Human Resources Officer pay rate to \$21.00 per hour without benefits. If there are no applicants within the month, the committee will reconvene and change this position back to a full-time position and set the pay rate back to the standard start base.

4. ADJOURNMENT

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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

Motion made by Committee Member Pulecio to adjourn the meeting, Seconded by Committee Member Huber.

Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

Human Resource Committee meeting adjourned at 6:26 pm



CITY OF MILES CITY

Finance Committee Meeting Minutes

January 21, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

Clerk Rowe called the meeting to order at 6:27pm

PRESENT

- Committee Member Rick Huber
- Committee Member Ed Pulecio
- Committee Member Brooke Bartholomew
- Committee Member Cody Steiner

OTHERS PRESENT

Mayor Chris Grenz, Councilmember Jeni Losey, Clerk/Recorder Mary Rowe

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

None

2. ELECT CHAIRPERSON

Committee Member Huber nominated Committee Member Pulecio, Seconded by Committee Member Bartholomew. Councilmember Pulecio declined the nomination and it was stricken.

Committee Member Huber nominated Committee Member Steiner, no second, motion failed.

Committee Member Huber nominated Committee Member Bartholomew, Seconded by Committee Member Pulecio.

Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

3. NEW BUSINESS

A. REVIEW AND RECOMMEND BUDGET AMENDMENT TO MAYOR BUDGET

Mayor Grenz explained what South Eastern Montana Development Corp (SEMDC) and Montana League of Cities and Towns (MLCT) are and how they are important opportunities for cities to learn of upcoming grants. He noted that he plans to travel to Livingston in March and the SEMDC meetings are held monthly. He said that \$3,000 annually should be sufficient to cover those travel expenses. He also wants to add health insurance to his budget, but the documentation for the mayor to have health insurance coverage provided by the city is currently being located.

Committee Chair Bartholomew stated that since we are halfway through the fiscal year it should be cut in half for this fiscal year budget.

Councilmember Losey asked if there was a check and balance to ensure accountability with travel expenses. Clerk Rowe explained that there is a travel policy and procedure outlined in city policy to ensure accountability. She also noted that if a city vehicle is available it could be used to reduce travel expense.

Motion made by Committee Member Pulecio to add \$1,500 to mayor travel budget for this fiscal year and increase it to \$3,000 next fiscal year, Seconded by Committee Member Steiner. Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

4. ADJOURNMENT

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Motion made by Committee Member Huber, Seconded by Committee Member Steiner. Voting Yea: Committee Member Huber, Committee Member Pulecio, Committee Member Bartholomew, Committee Member Steiner

The meeting was adjourned at 6:53pm



MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

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

To: City Council

From: Chief Colombik

Ref: December 2025 Council Report/End of year

Our current felony casework total for 2025 was 121 for the year, an increase of 7 from the last report.

Officer Mariah Fredrickson will be attending the Montana Law Enforcement Academy Basic Session #189 which starts in January 26th. It is a 12-week training held in Helena.

We are in the final process of filling our two patrolman vacancies.

Sergeant Ryan Ketchum has resigned from the department for a state job and this creates another vacancy. We will continue to advertise for a position. Sgt. Ketchum has worked for the MCPD since July 2018.

2025 STATS

Calls for service: 6,484

Incident reports: 1,602

Traffic stops: 1,128

Traffic citations: 599

Non-traffic citations: 414 (seat belt, insurance)

DUI: 86

ANIMAL CONTROL

Animal abuse: 16

Animal bites: 42

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

Animal complaints: 155

Barking dog: 56

Animal neglect: 1

Lost pet: 131

Vicious dog: 45

CODE ENFORCEMENT

Abandoned vehicles: 14

Parking violation: 291

Public nuisance: 138

Current felony caseload:

1. SIWC (sexual intercourse without consent)
2. Aggravated animal cruelty
3. Assault with a weapon
4. Burglary
5. Burglary
6. PFMA/strangulation
7. Child abuse
8. DUI Felony offense
9. Sexual assault
10. Indecent exposure/minor involved
11. Theft (F)
12. Warrant (F) (off of a traffic stop)
13. Fraud
14. Fraud
15. Theft (F)
16. Negligent homicide
17. Child abuse
18. Child abuse
19. Fraud

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

20. Fraud
21. Vehicle theft
22. Criminal mischief (F)
23. Child porn
24. Child abuse
25. Assault with a weapon
26. Child abuse
27. Theft (F)
28. Sexual assault
29. Child porn
30. Sexual assault
31. Warrant served child abduction
32. DUI CPDD
33. Arson
34. DUI 4th offense
35. Attempted kidnapping
36. Child porn
37. Child abuse
38. Child porn
39. Child abuse 4/9/25
40. Child porn 4/14/25
41. Child abuse 4/24/25
42. Sexual assault 4/24/24
43. Fraud 4/24/24
44. Child porn 4/25/25
45. Child abuse 4/27/25
46. Sex assault 4/28/25
47. Criminal child endangerment 4/28/25
48. Assault / Disabled adult 5/6/25
49. Child abuse/sex assault 5/6/25
50. Child porn 5/13/25
51. Assault on an officer 5/18/25
52. Aggravated kidnapping 5/18/25
53. Assault with a weapon, witness tampering 5/22/25
54. Child porn 5/25/25
55. Child porn 5/27/25
56. Criminal mischief 5/29/25
57. Aggravated assault 5/30/25
58. Sexual assault 6/2/25
59. Negligent arson 6/2/25
60. Child abuse 6/4/25

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

61. Child porn, sexual abuse of children 6/4/25
62. Death investigation 6/9/25
63. Criminal mischief (F) 6/12/25
64. Child porn 6/12/25
65. SIWC 6/12/25
66. Criminal mischief (F) 6/12/25
67. Vehicle theft 6/19/25
68. Child criminal endangerment 6/19/25
69. Sexual assault 6/20/25
70. Child pornography 6/20/25
71. Criminal endangerment 7/6/25
72. Fraud 7/10/25
73. Fraud 7/11/25
74. Theft bad check 7/21/25
75. Child abuse 7/31/25
76. Theft 8/1/25
77. Theft, CPDP 8/5/25
78. Sexual abuse of children (child porn) 8/6/25
79. Sexual assault 8/6/25
80. Child pornography 8/7/25
81. Child pornography 8/11/25
82. Child pornography 8/12/25
83. Theft 8/13/25
84. DUI 4th offense and criminal endangerment x 5 8/14/25
85. Sexual abuse of children (child porn) 8/18/25
86. DUI 4th offense 8/21/25
87. Robbery 8/27/25
88. Child abuse 8/27/25
89. Theft (F) 9/10/25
90. Child pornography 9/11/25
91. Vehicle theft 9/13/25
92. Elder exploitation 9/22/25
93. Sexual assault 9/23/25
94. Domestic strangulation 9/23/25
95. SIWC 9/24/25
96. Child porn 9/24/25
97. Sexual assault 10/6/25
98. Identity theft over \$5,000 10/27/25
99. Assault on a minor 10/28/25

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

100. Fraud 10/30/25
101. Criminal endangerment multiple counts 11/1/25
102. Criminal endangerment 11/1/25
103. Stalking when order of protection is in place and violation TOP 11/12/25
104. Theft 11/14/25
105. Child porn 11/15/25
106. Sexual abuse of children 11/17/25
107. Child porn 11/18/25
108. Criminal mischief (F) 11/21/25
109. Vehicle theft 11/25/25
110. PFMA/strangulation 11/26/25
111. Criminal mischief (F) to MV 11/26/25
112. Theft (F) 12/2/25
113. Fraud/identity theft 12/8/25
114. Burglary/business 12/10/25
115. Witness tampering 12/10/25
116. CPDD/Probation violation 12/18/25
117. Sexual assault on a minor 12/19/25
118. Child abuse 12/19/25
119. Assault with a weapon/domestic 12/21/25
120. Theft (F) MV and parts 12/29/25
121. Robbery/Assault 12/30/25

Doug Colombik
Chief of Police
Miles City Police Department
(406) 874-8632 Office
(406) 232-3411 Dispatch

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Dawn Bolejack * Tom Clarke * Todd Gillette (Chair) * Brandon Janshen * Kenneth Stein

Miles City Downtown Urban Renewal Agency Board of Commissioners

Meeting Minutes January 15, 2026

CALL TO ORDER

Meeting was called to order at 12:05 P.M. by Board of Commissioners Chair Gillette; a quorum was established.

Members Present: Tom Clarke, Kenneth Stein, Brandon Janshen, and Todd Gillette. Also present: City of Miles City Public Works Director Samantha Malenovsky, Keenan Stites of The Miles City Star, County Commissioner Jason Strouf, City Council members Brooke Bartholomew and Rick Huber, and Jordan Gierke of the Silver Star Casino.

Minutes of the December 31, 2025 meeting were reviewed. A motion was made by Commissioner Clarke, seconded by Commissioner Stein, and unanimously carried to approve the minutes as reported.

Financial Reports: Financials were not available for review. The last reviewed were the November financial reports.

CITIZEN REQUESTS

City Council members Bartholomew and Huber discussed the need for better understanding, on the Council's part, of the functions of the Urban Renewal Agency/TIF District. It was requested that agency board meeting minutes go into more detail, particularly where grant award decisions are concerned. The minutes should include the URA Board's justification, citing ordinance/policy guidelines, for each grant award recommendation. This was agreed to by the board members present. It was also requested that URA Board of Commissioners chair Gillette attend the next Council meeting to talk about the Agency's authority, purpose, and business practices.

REPORTS

None

NEW BUSINESS

1. Request for TIFD Assistance: City of Miles City

City Public Works Director Malenovsky presented an application for TIFD business assistance from The City of Miles City related to alley repair/replacement. The alleyway, located on the south side of Main Street between South 8th and South 9th Streets, has been causing basement flooding within a business building located along it. Repairing the alley "will help the integrity of the business by allowing them to utilize their basement for storage and ensuring a safe foundation for the entire building."

The grant reflects the TIFD goals of maintaining and improving public infrastructure. By way of background, the Board agreed in 2022 to provide the City \$50,000 per fiscal year, or approximately 50% of the annual project cost, to assist in upgrading the downtown alleyways.

After discussion, a motion to award a TIF grant of \$50,000.00, or 42% of the estimated \$119,500.00 project cost, to the City of Miles City, was made by Commissioner Clarke, seconded by Commissioner Janshen, and unanimously carried.

2. Request for TIFD Assistance: Silver Star Casino (Tracey Gierke) and Vintage & Rustics (Marc and Vicki Leesburg)

Jordan Gierke presented a request for TIF business assistance funding related to a rain gutter installation project at the 813 Main Street Vintage & Rustics building. The absence of rain gutter on the western roofline of Vintage & Rustics is causing rainwater and ice to drain onto the 801 Main Street roof of Silver Star Casino, causing damage that could eventually require roof repairs. A TIF grant would fall within Agency authority under MCA 7-15-4233 (improvement of personal and real property), would preserve existing business infrastructure, and would divert rainwater into the alleyway where proper drainage can occur.

After discussion, a motion to award a TIF business assistance grant in the amount of \$2,408.00, or 80% of the \$3,010.00 project cost, was made by Commissioner Clarke, seconded by Commissioner Stein, and unanimously carried.

3. Officer Elections

A motion to table board officer elections until the next meeting was made by Commissioner Janshen, seconded by Commissioner Clarke, and unanimously carried.

4. MCDURA/TIFD Documents

Commissioner Janshen reported on his project to make agency documents, including both guiding documents and fillable PDF application materials, available to the public. The aim is to increase transparency, broaden public awareness of the agency, and to ease the application process.

OLD BUSINESS

1. Grant Policies Related to Long-Term Projects

The Board revisited the need for policy development relevant to multi-period projects. Commissioner Janshen suggested limiting TIF applications to one per three- or five year period per physical address in order to encourage total project budgeting and discourage manipulation of our award guidelines grid. No action taken.

2. URA Board of Commissioners Recruitment

Ren Gardner, a member of the Miles City Unified School District school board, and Custer County Commissioner Jason Strouf, have offered to serve on the Urban Renewal Agency Board of Commissioners. Following the City Council's adoption of an URA ordinance amendment incorporating Senate Bill 3 board member qualifications, which should be on the

January 27 agenda, both Gardner and Strouf can be appointed subject to City Council approval at its next subsequent meeting.

MEMBER ROUND TABLE

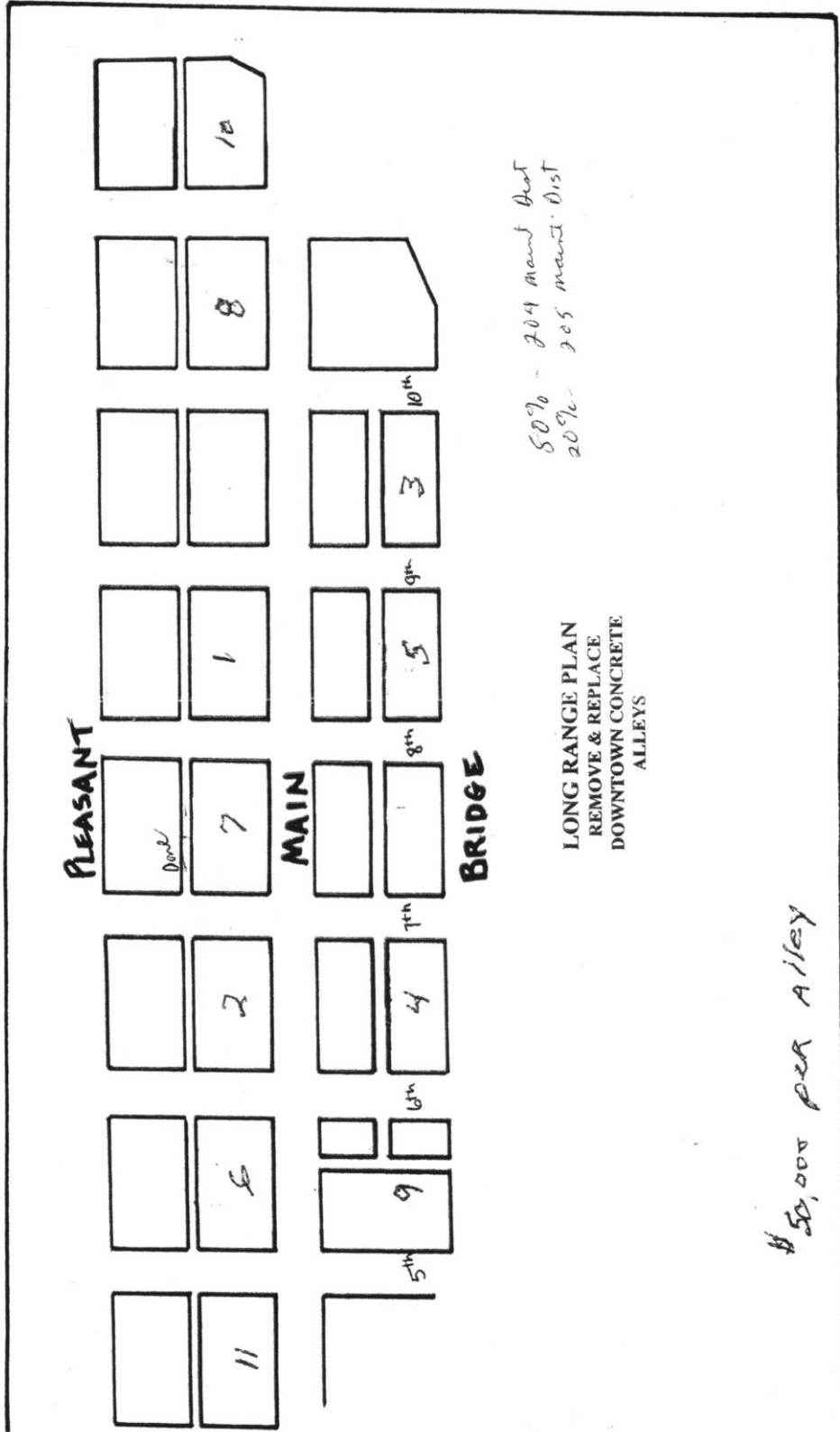
No discussion.

ADJOURNMENT

A motion was made by Commissioner Stein and seconded by Commissioner Clarke to adjourn the meeting. The meeting adjourned at 1:05 P.M.

Respectfully Submitted,

Todd Gillette, Chair URA Board of Commissioners



CITY OF MILES CITY

DOWNTOWN URBAN RENEWAL PLAN

Adopted Ordinance 1294, May 12, 2015
Under Authority MCA Title 7, Chapter 15, Parts 42 and 43

Goals and Objectives

To encourage public and private investment within the urban renewal area to:

- Promote historic preservation
- Encourage private enterprise
- Promote a vital downtown business district
- Promote tourism
- Attract and retain work force
- Provide for housing for all income levels
- Improve public infrastructure
- Expand and improve transportation resources including parking
- Reduce blight and economic decline
- Expand the tax base

Urban Renewal Area

The URA/TIF area includes the historic Miles City downtown area

- Including Custer County High School, Washington Middle School, and Custer County Courthouse complex.
- See attached map.

Tax Increment Finance (TIF)

Authorized under MCA 7-15-4282-4294

- Tax revenues generated within the URA/TIF district above a base value may be used for purposes allowed under MCA guidelines.
- For Miles City TIF, the tax base value was established as of January 1, 2014.
- TIF balance as of 11/30/2025 (including unfunded commitments) \$1,369,651.
- TIF term is 15 years (4+ years remaining).
- TIF can be renewed or TIF funds returned to taxing jurisdictions.

Allowable Expenditures of TIF Funds

Under MCA 7-15-4288

- Costs, including land acquisition, demolition of structures, development planning, and general improvements related to **public infrastructure**.
- See attached MCA code, Figure 1.

Under MCA 7-15-4233

- Voluntary or compulsory repair and rehabilitation of buildings and improvements,
- To improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area.
- See attached MCA code, Figure 2.

TIF Application & Payment Process

- Applications must be accompanied by at least one contractor bid for each phase of the project.
- Approval is subject to City Council approval.
- Payments are reimbursements for documented outlays and documented completion of project. No in-process payments nor payments for undocumented or estimated costs.

Urban Renewal Board of Commissioners

Miles City Downtown URA Board of Commissioners is an advisory “weak” board tasked with recommending actions, including TIF awards, to City Council.

New members are approved by the City Council.

Current Board members

- Tom Clarke
- Todd Gillette
- Brandon Janshen
- Ken Stein

Incoming Board members

- Ren Gardner
- Jason Strouf

Members of City Council would be most welcome!

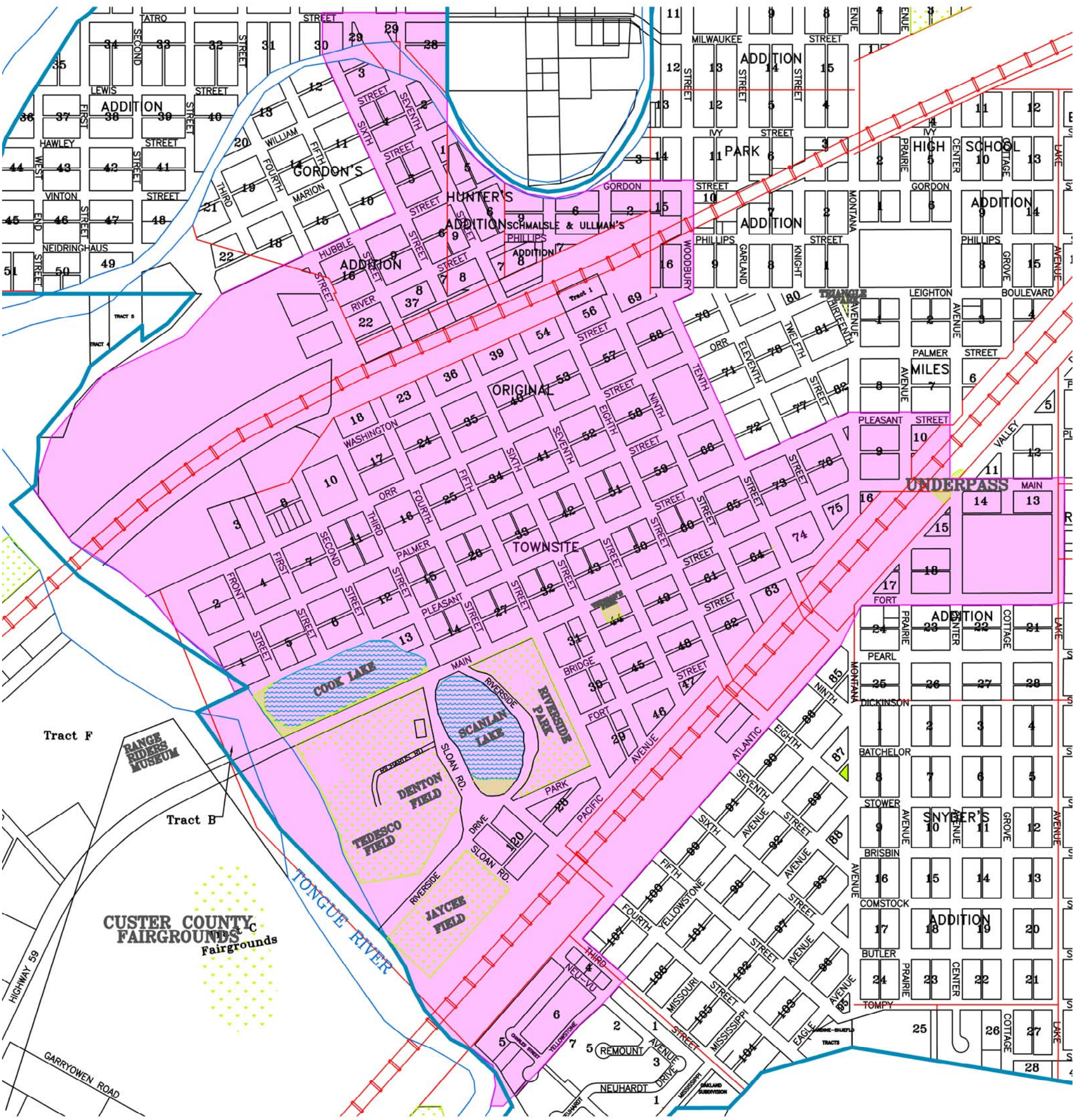


Figure 1

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT
 CHAPTER 15. HOUSING AND CONSTRUCTION
 Part 42. Urban Renewal

Costs That May Be Paid By Tax Increment Financing

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of public improvements or infrastructure, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under **7-15-4233**;
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area or targeted economic development district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;
- (9) the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;
- (10) the connection of the urban renewal area or targeted economic development district to existing infrastructure outside the area or district;
- (11) the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and
- (12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

Figure 2

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT
CHAPTER 15. HOUSING AND CONSTRUCTION
Part 42. Urban Renewal

Powers Which May Be Exercised By Urban Renewal Agency Or Authorized Department

7-15-4233. Powers which may be exercised by urban renewal agency or authorized department. (1) In the event the local governing body makes the determination provided for in **7-15-4232**, the local governing body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers:

- (a) to formulate and coordinate a workable program as specified in **7-15-4209**;
- (b) to prepare urban renewal plans, except that the local governing body shall approve the inclusion of a tax increment provision;
- (c) to prepare recommended modifications to an urban renewal project plan;
- (d) to undertake and carry out urban renewal projects as required by the local governing body;
- (e) to make and execute contracts as specified in **7-15-4251**, **7-15-4254**, **7-15-4255**, and **7-15-4281**, with the exception of contracts for the purchase or sale of real or personal property;
- (f) to disseminate blight clearance and urban renewal information;
- (g) to exercise the powers prescribed by **7-15-4255**, except the power to agree to conditions for federal financial assistance and imposed pursuant to federal law relating to salaries and wages shall be reserved to the local governing body;
- (h) to enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in **7-15-4257**;
- (i) to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area;
- (j) to insure real or personal property as provided in **7-15-4258**;
- (k) to effectuate the plans provided for in **7-15-4254**;
- (l) to prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;
- (m) to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (n) to conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- (o) to negotiate for the acquisition of land;
- (p) to study the closing, vacating, planning, or replanning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto;
- (q) to organize, coordinate, and direct the administration of the provisions of this part and part 43;
- (r) to perform duties as directed by the local governing body to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

(2) Any powers granted in this part or part 43 that are not included in subsection (1) as powers of the urban renewal agency or a department or other officers of a municipality in lieu of the local governing body may only be exercised by the local governing body or other officers, boards, and commissions as provided under existing law.

Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Dawn Bolejack * Tom Clarke * Todd Gillette (Chair) * Kenneth Stein

Miles City Downtown Urban Renewal Agency Board of Commissioners

Meeting Minutes September 11, 2025

CALL TO ORDER

Meeting called to order at 1:30 P.M. by Board of Commissioners Chair Gillette; a quorum was established.

Members Present: Dawn Bolejack, Tom Clarke, Kenneth Stein, and Todd Gillette. Also present: John Laney and Daren Leidholt.

Minutes of the September 5, 2025 meeting were reviewed. A motion was made by Commissioner Stein, seconded by Commissioner Clarke, and unanimously carried to approve the minutes as reported.

Financial Reports: June 2025 financials were reviewed and discussed. No action required.

CITIZEN REQUESTS

Application forms, procedures, and grant matching criteria were discussed in response to inquiries from Daren Leidholt.

REPORTS

None

NEW BUSINESS

1. Request for TIFD Assistance: Erin Thormodsgard

The commissioners reviewed and discussed an application for TIFD business assistance for the purpose of replacing façade door, windows, and metal siding at Ms. Thormodsgard's 114 North 7th Street retail facility. After discussion, a motion to award \$17,316.00, or 60% of the project, was made by Commissioner Clarke, seconded by Commissioner Bolejack, and unanimously carried.

2. Request for TIFD Assistance: Ole Mae Apartments

A request for grant funding related to Phase 2 of the renovation and repurposing, as a multiplex apartment building, of 719 Washington Street, was discussed. Contractor bids are still in process, so application is preliminary. No action taken.

OLD BUSINESS\$

1. Montana Senate Bill 3

An email from Karen Byrnes, Community Development Director of the Butte-Silver Bow TIFD district, received in response to questions posed by the Board regarding Senate Bill 3, was reviewed and discussed. In Director Byrnes's opinion, SB3 would not require the addition of an advisory committee to our current Board of Commissioners. With respect to the required addition of a county representative to our Board, the candidate should be either a county commissioner or an employee of the county. With respect to the required addition of a school district representative, the candidate should be either a school board member or an employee of the school board in an administrative role. Neither the county or school district representative need to live in the city.

John Laney volunteered to contact the Board of Commissioners and school district superintendent to initiate a search for URA Board of Commissioners candidates.

No action required.

2. TIFD Business Assistance Application Format

An addendum to the revised Business Assistance Application was reviewed and adopted by consensus of the commissioners. No action required.

MEMBER ROUND TABLE

The need to better inform the public of available TIFD benefits, as well as benefits available from investment in the Miles City Enterprise Zone, was discussed. Marketing will be included as an agenda item for the next URA Board of Commissioners meeting.

ADJOURNMENT

A motion was made by Commissioner Clarke and seconded by Commissioner Stein to adjourn the meeting. The meeting adjourned at 3:05 P.M.

Respectfully Submitted,

Todd Gillette, Chair URDA Board of Commissioners

Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Dawn Bolejack * Tom Clarke * Todd Gillette (Chair) * Brandon Janshen * Kenneth Stein

Miles City Downtown Urban Renewal Agency Board of Commissioners

Meeting Minutes December 31, 2025

CALL TO ORDER

Meeting called to order at 12:10 P.M. by Board of Commissioners Chair Gillette; a quorum was established.

Members Present: Dawn Bolejack, Tom Clarke, Kenneth Stein, Brandon Janshen, and Todd Gillette. Also present: John Laney, Executive Director, Miles City Chamber of Commerce, Keenan Stites, Miles City Star, and Kyle Pryor, President, Miles City Youth Baseball Association

Minutes of the November 21, 2025 meeting were reviewed. A motion was made by Commissioner Stein, seconded by Commissioner Clarke, and unanimously carried to approve the minutes as reported.

Financial Reports: November 2025 TIFD financials were reviewed and discussed. No action required.

CITIZEN REQUESTS

None

REPORTS

None

NEW BUSINESS

1. Request for TIFD Assistance: Miles City Youth Baseball Association

The commissioners reviewed an application for TIFD business assistance from MCYBA related to a refurbishment project at its 20 North 8th Street facility (Park Place building), which project includes roof replacement, façade painting, exterior lighting upgrades, and awning replacement. After discussion, a motion to award a TIF grant of \$27,000.00, or 50% of the finished project cost, to the Miles City Youth Baseball Association, subject to City Council approval, was made by Commissioner Janshen, seconded by Commissioner Stein, and unanimously carried.

2. Discussion of Long-Term Project Grant Structuring

The Board discussed the need to set grant guidelines for multi-year, multi-request projects. Current guidelines, in particular TIFD participation percentages, address only single-request projects. More discussion is needed. No action taken.

3. Request for TIFD Assistance: Ole Mae Apartments, LLC

The commissioners reviewed an application for TIFD business assistance related to the first floor rewiring of 719 Washington Street (Ole Mae Apartments) as part of a comprehensive restoration/repurpose project. An application related to the overall project was previously submitted and is on hold pending contractor bids. After discussion, a motion to table the request, citing the need for additional project information, was made by Commissioner Janshen, seconded by Commissioner Bolejack, and unanimously carried.

OLD BUSINESS**1. URA Board of Commissioners Recruitment**

Commissioner Gillette reported that Ren Gardner, a member of the Miles City Unified School District school board and owner of Welter Consulting, has offered to join the URA Board of Commissioners. His election can take place following the City Council's adoption of an URA ordinance amendment incorporating Senate Bill 3 board member qualifications. The amendment has been completed by Attorney Rice and should be passed at the next Council meeting.

Gillette met with the Custer County Board of Commissioners earlier in the month, but as yet no commissioner board candidate, as required by SB3, has stepped forward.

MEMBER ROUND TABLE

1. The question of formalizing the scheduling of board meetings, currently held on an as-needed basis, was discussed. It was agreed by consensus that a regular monthly schedule should be established by spring of 2026.
2. Commissioner Janshen discussed concerns regarding the community perception of URA/TIFD, and the need to solidify the agency's policies and practices, to enhance its public profile, and to be more pro-active in terms of interaction with the local businesses. He will assist in effecting those objectives.
3. URA Board of Commissioner officer elections (for chair, vice chair, and secretary) will be held at the next meeting.

ADJOURNMENT

A motion was made by Commissioner Clarke and seconded by Commissioner Stein to adjourn the meeting. The meeting adjourned at 1:40 P.M.

Respectfully Submitted,

Todd Gillette, Chair URA Board of Commissioners

ORDINANCE NO. ~~XXXX~~1401

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AN ORDINANCE REVISING CITY CODE SECTIONS 7-~~57~~ THROUGH 7-~~62~~ PERTAINING TO THE CITY OF MILES CITY URBAN RENEWAL DISTRICT BOARD OF COMMISSIONERS AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, ~~the~~ City Council of the City of Miles City has previously adopted resolutions finding that: (1) one or more blighted areas exist in the City of Miles City, (2) the rehabilitation, redevelopment, or a combination thereof of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and (3) its intent to establish an Urban Renewal District in order to address said conditions in accordance with Section 7-15-4210, Section 7-15-4216 and Section 7-15-4280 MCA; and

WHEREAS, ~~the~~ City Council of the City of Miles City has adopted ~~Ordinance 1294 on May 12, 2015~~ Ordinances 1279, 1294, and 1321 adopting and the Miles City Downtown Urban Renewal Plan establishing said District and governing provisions, codified in City Code Chapter 7 (Community Development) Article III (Urban Renewal), and the Council desires to amend the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THE FOLLOWING:

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Section 1: City Code Sections 7-~~57~~ through 7-~~62~~ are hereby amended to read as follows:

~~Sec. 7-57. Same~~ Appointment of commissioners. That the Chief Executive, by and with the advice and consent of the City Council, shall appoint a board of no fewer than five commissioners ~~of the Agency, including one representative from the county or consolidated city-county government, and one representative from a school district with boundaries that overlap with the urban renewal area.~~

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Sec. 7-58. Same – certificate of appointment. The initial membership shall consist of one commissioner appointed for one (1) year, one for two (2) years, one for three (3) years, and two for four (4) years. Each subsequent appointment must be for 4 years. A certificate of appointment or reappointment shall be filed with the Clerk of the City, and shall be conclusive evidence of the due and proper appointment of such commissioner.

Sec. 7-59. Same – Succession; qualifications; ~~commissioners not to hold other public office.~~ Each commissioner shall hold office until a successor has been

appointed and qualified. ~~Any adult persons may be appointed if they reside in or own real estate within the City of Miles City municipality and have applicable experience in finance, business ownership, commercial development, and/or real estate marketing. A majority of the commissioners of an urban renewal agency exercising powers pursuant to this part shall not hold any other public office under the municipality other than their commissionerhip or office with respect to such urban renewal agency, department, or office, pursuant to Section 7-15-4235. A commissioner shall not hold any other public office under the municipality other than their commissionerhip within this agency.~~

Sec. 7-60. Same – Removal. A commissioner may be removed for inefficiency, neglect, or misconduct in office.

Sec. 7-61. Quorum; bylaws. The powers and responsibilities of the Agency shall be exercised by the Commissioners in accordance with the Miles City Urban Renewal Board of Commissioners ~~Amended~~ Bylaws, which may be amended from time to time by resolution of the City Council, as established in Resolution No. 3843902 thereof. A majority of the commissioners shall constitute a quorum.

Sec. 7-62. Annual Report. The Agency shall file with the City Council, on or before September 30 of each year, a report of its activities for the preceding calendar year, including a complete financial report. ~~The report must include a complete financial statement setting forth its assets, liabilities, income, and operating expenses and the amount of the tax increment as of the end of the fiscal year. The report must describe the expenditures of tax increment in the preceding fiscal year and how the expenditures comply with the approved urban renewal plan or comprehensive development plan for the district.~~ At the time of filing said report, the Agency shall publish in a newspaper of general circulation within the municipality a notice to the effect that such been filed and is available for inspection in the office of the Clerk of the City and in the Agency office.

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Section 2: ~~Any powers granted in MCA 7-15-4233 that are not included in this Ordinance as powers of the Urban Renewal Agency in lieu thereof may only be exercised by the local governing body.~~ **Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

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Said Ordinance read and put on its passage this ~~27th~~ day of ~~April~~, January, 20261.

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John Hollowell

Chris Grenz, Mayor
ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 10th day of ,
~~January~~~~February~~~~April~~, 2026+

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John Hollowell, Chris Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

Chapter 15 - NUISANCES

Section 8, Item C.

Footnotes:

--- (1) ---

Cross reference— *Health, ch. 13; solid waste, ch. 15; projecting tree branches and shrubbery, §§ 20-9, 20-10.***State Law reference**— *Control of nuisances, MCA 7-5-4104; nuisances, MCA 27-30-101 et seq.; public nuisances, MCA 45-8-111; action to abate public nuisance, MCA 45-8-112.*

Sec. 15-1. - Public nuisance defined.

(a) *Public nuisance* means:

- (1) A condition which endangers safety or health, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons, including but not limited to, the following:

The enumeration, below, shall not be deemed exclusive, but merely illustrative, it being the intent and purpose of this subsection to include as nuisances, all actions or things of the character described in subsection (a)(1), above.

- a. Accumulating, maintaining or storing in public view on any lot or other parcel of land, any abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, household fixtures or equipment, or junk. If such material is being accumulated as part of an ongoing, active salvage business other than an approved licensed motor vehicle wrecking facility, the salvage business must be located in a properly zoned area for such a business and shall be fully shielded from public view;
- b. Accumulating, maintaining or storing in public view on any lot or other parcel of land any junk vehicle, component part of a motor vehicle, or any abandoned, wrecked, dismantled, or inoperative trailers, campers, boats or other water craft. Any person possessing one or more junk vehicles, regardless of ownership, shall shield the vehicles from public view or remove the vehicles to a licensed motor vehicle wrecking facility or to a licensed motor vehicle graveyard, as defined by MCA § 75-10-501 annotated;
- c. Dumping, piling, or stacking of bricks, concrete blocks, waste wood and similar material on any lot or other parcel of land, unless said material is stacked in neat piles and all waste materials from the cleaning of such items, such as mortar, wood splinters, broken and unusable bricks, are removed;
- d. Accumulating, maintaining or storing of a significant amount of cardboard boxes, broken packing boxes, paper, or other similar items on any lot or other parcel of land;

- e. Piling, dumping or depositing of any dirt, demolition wastes including wood, brick, concrete, used road blacktop and other similar materials on any lot or other parcel of land, unless such material is to be utilized for fill material to fill a land depression, and provided that, if such material is used as fill material, all such material is completely covered with clean fill material once every ten days and the fill area is adequately fenced to restrict access to the area; and further provided that the failure to comply with the periodic cover and access control requirements shall constitute a violation of this chapter. The storage by a governmental entity of used road blacktop, cold mix, gravel and other similar materials for road maintenance and repair is expressly permitted;
- f. Maintaining or accumulating on any lot or other parcel of land, garbage, refuse, decaying vegetation, animal bedding, waste or feces, cesspool, water holes, unsealed water tanks, stagnant water, or any other condition which is or may reasonably become infested or inhabited by rodents, reptiles, vermin or wild animals or may furnish a breeding place for mosquitoes or flies;
- g. Maintaining, or causing or permitting the same on any lot or other parcel of land, any building or premises which is determined to be dangerous or dilapidated. Any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous or dilapidated building, if such conditions or defects exist to the extent that the life, health, property, value of property or safety of the occupants or the public are jeopardized:
1. Broken or missing window or windows which have remained in such condition for a period exceeding 30 days;
 2. Broken or missing exterior door or doors which have remained in such condition for a period exceeding 30 days;
 3. Holes in the roof or exterior walls, other than normal construction, which have remained in such condition for a period exceeding 30 days;
 4. Fire or other casualty damage in public view which remains unrepaired for a period exceeding six months;
- A building which is undergoing construction or remodeling for which a valid building permit has been issued by the city shall not be deemed in violation of this subsection so long as work thereon is prosecuted with reasonable diligence and so long as the building permit has not expired.
- (2) Any premises where persons gather for the purpose of engaging in unlawful conduct;
 - (3) A condition which renders dangerous for passage any public highway or right-of-way or waters used by the public.

- (b) A person commits the offense of maintaining a public nuisance if such person knowingly conducts or maintains a public nuisance. The owner of a parcel of property and the occupant of the parcel of property are jointly and severally liable for any violation of this section. There is a rebuttable presumption that the person named as owner of the property on the current assessment list of the state department of revenue is the owner of the property for purposes of this chapter.
- (c) Any act which affects an entire community or neighborhood or any considerable number of persons (as specified in subsection (a)(1) of this section) is no less a nuisance because the extent of the annoyance or damage inflicted upon individuals is unequal.
- (d) This section shall be applicable to and enforced on all classifications of property listed under chapter 24, pertaining to zoning.

Section 8, Item C.

(Code 1981, § 7.02.010; Ord. No. 1019, 6-10-91; Ord. No. 1170, § 1, 7-10-07)

State Law reference— Definition of nuisance, MCA 27-30-101.

Sec. 15-2. - Penalty for violation of chapter.

- (a) Unless otherwise specified by the provisions of this chapter, any person who violates the provisions of this chapter shall be deemed guilty of creating and maintaining a public nuisance, and upon conviction thereof shall be punishable by a fine for the first offense of not less than \$100.00 and not more than \$500.00 or by imprisonment for a term not to exceed six months, or both. The second offense shall be punishable by a fine of not less than \$300.00 and not more than \$500.00 or by imprisonment for a term not to exceed six months, or both. The third or subsequent offense shall be punishable by a fine of \$500.00 or by imprisonment for a term not to exceed six months, or both.
- (b) The court may order that in the city be authorized to abate the public nuisance if the property owner or occupant fails to do so, and that the costs incurred by the city in abating said nuisance shall be assessed to the real property and taxed as a special assessment against the same. Interest shall accrue at the rate of ten percent per annum from the date of the court's order.
- (c) Each day of failure to comply with the provisions of this chapter shall constitute a separate offense.

(Code 1981, § 7.02.120; Ord. No. 1019, 6-10-91; Ord. No. 1304, § 1, 9-27-16)

State Law reference— Penalty for violation of ordinances, MCA 7-5-4207.

Sec. 15-3. - Creating a hazard.

A person commits the offense of creating a hazard if such person knowingly:

(1)

Discards in any place where it might attract children a container having a compartment of more than one cubic feet in capacity and a door or lid that locks or fastens automatically when closed and cannot easily be opened from the inside, and fails to remove the door, lid or locking device;

- (2) Being the owner or otherwise having possession of property upon which there is a well, cistern, cesspool, mine shaft or other hole of a depth of four feet or more and a top width of 12 inches or more, fails to cover or fence it with a suitable protective construction;
- (3) Tampers with an aircraft without the consent of the owner;
- (4) Owns or otherwise has possession of property upon which there is a steam engine or steam boiler which is in an unsafe condition; or
- (5) Deposits any hard substance upon or between any railroad tracks which will tend to derail railroad cars or other vehicles.

However, the offense of creating a hazard is not necessarily limited to the situations enumerated in this section.

(Code 1981, § 7.02.020)

State Law reference— Creating a hazard, MCA 45-8-113.

Sec. 15-4. - Unlawful deposit of waste.

It shall be unlawful for any person to dump, leave or throw any garbage, ashes of any kind, dead animal or other debris or refuse in or upon any public street, alley or other public place or in or upon any privately owned property without the consent of the owner, within the city limits.

(Code 1981, § 7.02.030)

Cross reference— Littering, § 19-11.

Sec. 15-5. - Overgrowth of grass and weeds, and noxious weeds—Prohibited.

It shall be unlawful for any person who owns or possesses any property within the city limits to allow grass or weeds to become overgrown to the extent that the same creates an unsightly appearance; or to knowingly permit any Canadian Thistle, Scotch Bull Thistle, Russian Thistle or any other thistles or noxious weeds to grow or stand upon any property thus owned or possessed by such person.

(Code 1981, § 7.02.040; Ord. No. 1318, § 1, 1-23-18)

State Law reference— Control of nuisance weeds within municipality, MCA 7-22-4101.

Sec. 15-6. - Same—Destruction by city.

(a) If the owner or possessor of such property refuses or fails to abate such overgrowth weeds, or to destroy such thistles or noxious weeds, the office of the city engineer may provide for their destruction 15 days after delivering written notice to such owner or possessor. The cost of such destruction shall be charged by the city council as a special assessment against the property on which the thistles or weeds were destroyed. The city treasurer shall collect the special assessment in the manner provided for the collection of other special assessments.

(b) This section shall not operate as a waiver of prosecution under section 15-14.

(Code 1981, § 7.02.050; Ord. No. 1219, § 34, 4-26-11; Ord. No. 1318, § 2, 1-23-18)

Sec. 15-7. - Barbed wire fences.

It shall be unlawful for any person to erect or maintain a barbed wire fence or to own or possess any property on which a barbed wire fence exists, inside the limits of the city.

(Code 1981, § 7.02.060)

Sec. 15-8. - Disposal of dead animals.

It shall be unlawful for any person to:

- (1) Place all or any part of a dead animal in any lake, river, creek, pond or reservoir or upon any road, street, alley or other public place within the city limits;
- (2) Place all or any part of a dead animal any other place within the city limits, unless the dead animal or part of a dead animal is buried at least three feet underground; or
- (3) Being the owner or possessor of any such property, permit all or any part of a dead animal to remain in or upon such property.

(Code 1981, § 7.02.070)

State Law reference— Unlawful disposition of dead animals, MCA 75-10-213.

Sec. 15-9. - Spitting.

It shall be unlawful for any person to spit or otherwise expectorate upon any street, sidewalk or other public place within the limits of the city.

(Code 1981, § 7.02.080)

Sec. 15-10. - Causing fire by careless smoking.

- (a) The term "smoking device or material" shall include cigarettes, cigars, pipes, ashes, matchlighters or any other smoking instrument or product.
- (b) The term "careless conduct in smoking" shall include any of the following acts: permitting a spark from any lighted smoking device or material to fall upon anything inflammable; falling asleep with any lighted smoking device or material at hand; throwing, dropping or setting any lighted smoking device or material elsewhere than in a proper receptacle; and failure to completely extinguish the fire of any smoking device or material after its use.
- (c) It shall be unlawful for any person, due to careless conduct in smoking, to set fire to any building, bedding, carpet, curtains or other property within the city limits.
- (d) This section shall apply to any overnight accommodation within the city limits, and it shall be the duty of the landlord (as defined in [section 19-1](#)) of such overnight accommodation to post in a conspicuous place, in every unit of such overnight accommodation, a plainly printed notice of this section.

(Code 1981, § 7.02.090)

Cross reference— Negligent arson, [§ 16-9](#).

Sec. 15-11. - Maintenance of sidewalks—Required; removal of impediments.

It shall be unlawful for the owner of any premises within the city limits not to keep and maintain the sidewalks in front of and adjoining such premises in good repair and clean and safe for pedestrians. The owner, manager or landlord shall ensure, with all reasonable dispatch, the removal of all snow, ice, slush, mud or other impediment to safe and convenient pedestrian travel.

(Code 1981, § 7.02.100; Ord. No. 1007, § 1, 9-11-90)

Cross reference— Streets and sidewalks, [ch. 20](#).

State Law reference— Prevention of obstructions on trafficways and public grounds, MCA 7-14-4104; maintenance of trafficways and public grounds, MCA 7-14-4105(3).

Sec. 15-12. - Same—Repair or maintenance by city.

- (a) If the owner of such property refuses or fails to keep and maintain the sidewalks in front of and adjoining such premises, within 90 days after delivery of written notice by the office of the city engineer, then the office of the city engineer may have the sidewalk repaired. The cost of such repair shall be charged by the city council as a special assessment against the property on which the repairs were done. The city treasurer shall collect the special assessment in the manner provided for the collection of other special assessments.

(b) If the owner, manager or landlord refuses or fails to remove any such impediment to convenient pedestrian traffic, the office of the city engineer may provide for the removal, 24 hours after delivery of written notice to the owner, manager or landlord. The cost of such removal shall be charged by the city council as a special assessment against the property on which the impediment was removed. The city treasurer shall collect this special assessment in the manner provided for the collection of other special assessments.

Section 8, Item C.

(c) This section shall not operate as a waiver of prosecution under section 15-11.

(Code 1981, § 7.02.110; Ord. No. 1007, § 1, 9-11-90; Ord. No. 1219, § 35, 4-26-11)

Sec. 15-13. - General definitions.

For purposes of this chapter, the following definitions shall apply:

Component part means any identifiable part of a discarded, ruined, wrecked, or dismantled motor vehicle, including, but not limited to, fenders, doors, hoods, engine blocks, motor parts, transmissions, frames, axles, wheels, tires, and passenger compartment fixtures.

Inoperative means a motor vehicle, trailer, camper, boat or other water craft which is not in operating condition, or which for a period of 60 days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine or other essential parts required for its operation, or, on which there are displayed neither valid license plates nor a valid tax decal.

Junk means old appliances, equipment, or parts thereof, old iron or other scrap metal, automobile or truck tires, cardboard, old lumber or scrap wood, rags, rope, paper, debris, rubble, batteries, rubber debris, mattresses or any worn out, cast off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components and is not part of a commercial or public salvaging or recycling operation

Junk vehicle means a discarded, ruined, wrecked, or dismantled motor vehicle, including component parts, that is not lawfully and validly licensed and remains inoperative or incapable of being driven.

Motor vehicle means a vehicle designed to be propelled by its own power and designed or used to transport persons or property upon public highways, streets, or alleys.

Person means any individual, firm, partnership, company, association, corporation, governmental entity or other private entity, whether organized for profit or not.

Public view means any point six feet above the surface of the center of a public road from which a violative condition can be seen.

(Ord. No. 1170, § 2, 7-10-07)

Sec. 15-14. - Enforcement procedure and penalty; prosecution in the city court, hearing before city council.

The prohibitions in this chapter shall be enforced through appropriate criminal prosecution in court as set forth herein; however, at the election of either the code enforcement officer or police officer investigating said matter, or at the election of the mayor, enforcement may proceed as a civil violation before the city council.

- (a) Violation of chapter to be treated as a misdemeanor, and enforced as follows:
- (1) If the code enforcement officer or police officer, in the officer's reasonable discretion, determines that the alleged public nuisance presents an emergency, then the officer shall issue a citation and may take immediate action to abate the public nuisance. In such circumstances, the officer shall have the authority to contact city employees and to request their assistance in abating the nuisance.
 - (2) If the code enforcement officer or police officer, in the officer's reasonable discretion, determines that the alleged public nuisance is not an emergency, then the officer shall provide a written notice to the owner and occupant, if any, advising the owner and occupant of the complaint and requesting that the alleged public nuisance be abated within a period of not more than ten days. The officer shall re-inspect at the end of the ten-day period. If the owner or occupant has not abated the alleged public nuisance within the time required by the notice, then the officer shall issue a citation and take those actions reasonably necessary to abate the alleged public nuisance, or, the officer or the mayor may refer the matter for hearing before the city council pursuant to part (b) of this section.
 - (3) Notice to the owner of the property or, if the owner is not the occupant of the property, then notice to the occupant of the property shall be given by one of the following methods, and such notice shall be deemed to have been given upon completion of any of the following:
 - a. Personal service; or
 - b. Certified mail, return receipt requested, addressed to the occupant at the physical address of the property; or
 - c. By posting notice in a conspicuous place upon the property.
 - (4) Notice to the owner, if the officer is able to determine that the occupant is not the owner of the property, shall be given by certified mail, return receipt requested, addressed to the owner or owners as named in the most current assessment list for the parcel of property at the address set forth in such assessment list, and shall be deemed complete upon such mailing. Confirmation of actual notice to the owner, if the owner is not the occupant, shall

not be required in order to proceed with enforcement of this chapter as to the occupant, however, abatement may not be assessed to the property owner's taxes if notice was not provided to the property owner as set forth herein.

(5) Violation of this chapter shall be a misdemeanor, and shall be punishable by a fine not to exceed \$500.00 and not more than six months in jail. The city court may further order that the violations be abated at the direction of the public works director, and that all costs associated with such abatement be assessed against the property as a special assessment.

(b) Enforcement as civil violation before the city council, at the election of the investigating officer or the mayor, may be enforced as follows:

- (1) The notice provisions set forth in subsections (a)(i)—(iv) shall be followed. After notice has been given, however, the officer shall request that the city clerk set a hearing on the matter before the city council.
- (2) Upon receipt of notice from the code enforcement officer or police officer, the city clerk shall set a date and time for a hearing on the matter before the city council, and send notice to the occupant, as well as to the owner if not the occupant, by certified mail, return receipt requested.
- (3) At the time fixed on the notice, the city council shall proceed to hear the testimony of the city personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the property or thing, the estimated cost of abatement, or other appropriate action.
- (4) Upon the conclusion of the hearing, the city council shall by resolution, declare its findings and in the event it so concludes, it may declare the property or thing to be a nuisance and direct the owner to obtain the proper permits and physically commence abatement of the nuisance within ten days, and to complete said abatement within 30 days by having the property repaired, demolished, removed or other appropriate act necessary to cure the nuisance.
- (5) Such resolution shall further notify the owner of the property that if the nuisance is not abated, the property will be the subject of repair, demolition, removal, or other appropriate act, as the case may be, by the city and the expenses thereof shall remain a lien on the property.
- (6) In the event the owner does not commence the abatement of the nuisance located on the real property within ten days prescribed, the violations shall be abated at the direction of the public works director, and that all costs associated with such abatement be assessed against the property as a special assessment.

(7)

Assessment as a special assessment shall be approved by a resolution of the city council, and d
the county treasurer for collection.

Section 8, Item C.

(8) The city council shall not have the ability to assess fines or impose jail time in matters
which proceed before the council.

(Ord. No. 1170, § 3, 7-10-07; Ord. No. 1304, § 2, 9-27-16; Ord. No. 1318, § 3, 1-23-18; Ord. No. 1335, § 1, 6-25-
19)



User Group Request Application

Long Term events such as Sporting events. Upon approval from council permit is valid for two years.

- Reservation request must be made at least 1 month prior to the reservation date.
- Please allow for up to one month for council approval of permit.

Event Type (Please provide details on the back of this form): MCC - Baseball
Park/Field Requested: Connors Stadium - Tedesco - Secondary
Date(s) Requested (provide schedule): What timeframe are you requesting for practices and games (start and end dates): Jan. 28 - June 1
Name of Organization: MCC Athletics
Primary Contact Person: Cameron Guevara Guevara
Phone Number: 801-953-7493
Email Address: guevaraca@milescc.edu
Mailing Address: 2715 Dickinson St.
Secondary Contract Person: Jerry Olson
Phone Number: 406-381-9761
Email Address: olsonj@milescc.edu
Mailing Address: 2715 Dickinson St.

Upon approval, the following checked items must be provided: Fees

Processing Fee	\$25.00
Park Use Fee (determined from Parks Policy Manual)	\$350 ⁰⁰
Damage Deposit (Refundable) <ul style="list-style-type: none"> • If there will be canopies/tents at your event or if you are using a rental company, an additional deposit maybe needed. • A walk through is required before and at the end of any season. 	\$ 500 ⁰⁰
Alcohol Waiver <ul style="list-style-type: none"> • Refer to Parks Policy Manual 	
Liability Insurance (information provided in the Parks Policy Manual) <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured • Meets all information in Ordinance # 1393 and in the Parks Policy Manual 	Need to provide proof
Insurance Endorsement Statement <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured. 	Needed
Has read and will meet all requirements within Parks Policy Manual	Yes No
Signed agreement detailing the event	Yes No

Insurance must be in place and the group shall provide proof of insurance satisfactory to the City of Miles City prior to the commencement of the use covered by this agreement or the use will not commence as scheduled.

Insurance Endorsement Statement

An Endorsement Statement is required for all applicable policies additionally insuring the City of Miles City, its officers, and agents and the Group against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of, or in connection with the use of the facility. In addition, the policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without forty five (45) days written notice to the City of Miles City and the insured Reservation group.

City of Miles City Address to be used on Insurance Documentation

City of Miles City
174 S. 8th Street
PO Box 910
Miles City, MT 59301

Email: smalenovsky@milescity-mt.org For questions, please call the Public Works Department at 406-874-8617.



User Group Request Application

Long Term events such as Sporting events. Upon approval from council permit is valid for two years.

- Reservation request must be made at least 1 month prior to the reservation date.
- Please allow for up to one month for council approval of permit.

Event Type (Please provide details on the back of this form): <i>Softball- MCC</i>	
Park/Field Requested:	<i>Bowden Park - Field 3 - Secondary Field 2</i>
Date(s) Requested (provide schedule): What timeframe are you requesting for practices and games (start and end dates):	<i>Jan 1 - 8 June 1</i>
Name of Organization:	<i>Softball MCC</i>
Primary Contact Person:	<i>Jerry Olson</i>
Phone Number:	<i>406-391-9761</i>
Email Address:	<i>olsonj@milescc.edu</i>
Mailing Address:	<i>2707 Palmer St.</i>
Secondary Contract Person:	<i>Richard DeShields - VP</i>
Phone Number:	<i>509-312-1007</i>
Email Address:	<i>deshieldsr@milescc.edu</i>
Mailing Address:	<i>MCC - 2715 Dickinson St.</i>

Upon approval, the following checked items must be provided: Fees

Processing Fee	\$25.00
Park Use Fee (determined from Parks Policy Manual)	\$250.00
Damage Deposit (Refundable) <ul style="list-style-type: none"> • If there will be canopies/tents at your event or if you are using a rental company, an additional deposit maybe needed. • A walk through is required before and at the end of any season. 	\$500.00
Alcohol Waiver <ul style="list-style-type: none"> • Refer to Parks Policy Manual 	N/A
Liability Insurance (information provided in the Parks Policy Manual) <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured • Meets all information in Ordinance # 1393 and in the Parks Policy Manual 	Need to provide proof
Insurance Endorsement Statement <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured. 	Needed
Has read and will meet all requirements within Parks Policy Manual	Yes No
Signed agreement detailing the event	Yes No

Insurance must be in place and the group shall provide proof of insurance satisfactory to the City of Miles City prior to the commencement of the use covered by this agreement or the use will not commence as scheduled.

Insurance Endorsement Statement

An Endorsement Statement is required for all applicable policies additionally insuring the City of Miles City, its officers, and agents and the Group against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of, or in connection with the use of the facility. In addition, the policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without forty five (45) days written notice to the City of Miles City and the insured Reservation group.

City of Miles City Address to be used on Insurance Documentation

City of Miles City
174 S. 8th Street
PO Box 910
Miles City, MT 59301

Email: smalenovsky@milescity-mt.org For questions, please call the Public Works Department at 406-874-8617.

RESOLUTION NO. 4659

A RESOLUTION REVISING CITY OF MILES CITY HUMAN RESOURCES POSITION DESCRIPTIONS

WHEREAS, the City of Miles City had previously established a position description for the Human Resources position for the City of Miles City;

AND WHEREAS, the City Council finds that certain revisions to such position description should be adopted;


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

1. That the following revised: Position Descriptions attached as Exhibit "A"
2. Such job description shall become effective upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27th DAY OF JANUARY 2026.

Chris Grenz, Mayor

ATTEST: _____
Mary Rowe, City Clerk

 <p style="text-align: center;">CITY OF MILES CITY</p> <p style="text-align: center;">Position Description</p> <p style="text-align: center;"><i>Part-time Human Resources Officer</i></p>	Last Revised	12/6/2018
	Effective	12/7/2018
	FSLA Exempt	Non-Exempt
	Job Class	Administrative
	Department	Finance
	Accountable to	Mayor

SUMMARY OF WORK:

Responsible for Human Resources Management and preparation of employee onboarding, employee benefit maintenance and liability claims for the City.

ESSENTIAL ACCOUNTABILITIES AND EXPECTED OUTCOMES

Human Resources:

- Serve as Equal Employment Opportunity Officer and Americans Disability Act Officer for the City. Conduct an annual audit of effectiveness of City anti-discrimination and human rights policies and procedures and report to the Mayor and Council with recommendations of any required changes in policies and procedures. Attend appropriate training and education programs regarding Montana and federal human rights and anti-discrimination laws and regulations.
- Act as the primary contact for information concerning Miles City Personnel Policies & Procedure; answer questions and provide information where judgment, knowledge, and interpretations are utilized, especially in the proper handling of technical, financial, and confidential information of files.
- Assist with recruitment and selection of vacant positions; may prepare recruitment announcements and advertisements; enter and distribute new positions on the city web site and with Job Service; screen applications for minimum requirements; review departmental screening and interview questions; serve as a selection chairperson; conduct reference checks and driver's license searches; inform job applicants of acceptance or rejection of employment. Apply principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiations, and personnel information systems.
- Assist in conducting orientation for new employees; inform new employees of job duties and responsibilities, compensation and benefits, work schedules and working conditions, city and/or union policies, promotional opportunities, and other related information. Facilitate mandatory training to employees.
- Track and report annual performance evaluations to Mayor.
- Review and comply with personnel policies and union contracts to administer compensation schedule regarding promotions, demotions, reclassifications, reallocations

and transfers.

- Advise the Mayor and City Council of matters that may impact the budget including termination and final pay amounts, and increases or decreases in employer costs for retirement, health & dental insurance, worker's compensation, social security and Medicare taxes, and unemployment insurance.
- Receive, monitor, and advise the Mayor and the City Council of grievance timelines in accordance with the City's collective bargaining agreements.
- Review, maintain, and update master files and payroll information; review and verify personnel action forms, including changes, new hires, terminations, transfers, and salary adjustments; remove documentation from personnel files in accordance with appropriate and applicable sections of the city's Personnel Policy Manual; maintain a payroll manual and update, as necessary.
- Assist in conducting exit interviews for retiring or terminating employees; prepare forms for withdrawal of retirement contributions; calculate, process, and prepare payment on leave earnings.
- Assist in entering the employee benefits into the employee maintenance.
- Assist in bi-monthly and end of month liabilities after payroll has been processed.
- Review and track vacation leave for excess leave earnings, prepare memos to department heads notifying the employee of the need to take the earned leave.
- Assist in the annual audit; provide necessary information when needed.

General Duties:

- Maintain confidential information in accordance with Montana/Federal Statutes.
- Regularly monitor and improve the organization and management of office activities in order to make improvements in workflow, procedures, use of equipment and forms.
- Identify complex problems and review related information to develop and evaluate options and implement solutions; use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Learn, correctly interpret and stay current with policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Understand, interpret and follow oral and/or written policies, procedures, and instructions.
- Be flexible in managing multiple tasks simultaneously, set priorities and develop an action to accomplish them.

MINIMUM REQUIREMENTS:

Education (Knowledge)

- Completion of a high school diploma or equivalent and some post-secondary education in Human Resources and Payroll and a minimum of three years of experience as an administrator and/or business manager.

Experience (Skills, Abilities)

- Application of human resources practices and procedures, accounting practices and procedures, information systems management, budget preparation, and State and Federal laws and regulations.
- Effectively communicate both orally and in writing; attention to accuracy, timeliness and detail; establish effective working relationships with fellow employees, supervisors, and the public and requires good organizational skills.

Position Description: Human Resource Officer

Page 2 of 4

DESIRABLE QUALIFICATIONS

- Post-Secondary Degree in Human Resources, Accounting, Business Administration, and/or Public Administration with a minimum of three years of experience as an administrator and/or business manager.
- Certified Municipal Clerk
- Knowledge of State’s BARS (Budgetary Accounting Reporting System),
- Experience in a governmental agency.

PERFORMANCE STANDARDS

Individual performance evaluation shall be based on the following elements:

- Productivity/Independence/Reliability
- Job Knowledge
- Interpersonal Relationships/Cooperation/Commitment
- Attendance
- Adherence to Policy
- Overall Performance

WORKING CONDITIONS

Stand: Seldom
 Sit: Often
 Lift: Seldom
 Noise: As would be experienced in a general office setting
 Hazardous materials exposure: Never
 Travel: Occasionally
 Other: N/A

PHYSICAL REQUIREMENTS

Lift: Up to 25 pounds

I attest that this City of Miles City Position Description accurately reflects the major duties of this position.

Position Immediate Supervisor: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and is recommended by City Human Resource Director.

HR Director: _____ Date: _____
Signature

Position Description: Human Resource Officer
Page 3 of 4

This City of Miles City Position Description has been reviewed and approved by City Human Resource Committee.

HR Committee Chair: _____ Date: _____
Signature

I, _____, acknowledge I have received and reviewed the Miles City Position Description; this position description will become part of my personnel file.

Employee: _____ Date: _____
Signature

Non-Union Wage Matrix
Wage Scale
Effective Date: FY 25-26 Budget Year DRAFT

Section 8, Item E.

% of Prior Step	Base Starting	1.0%	0.5%	0.5%	1.0%	1.0%	2.0%	2.0%	2.0%	2.5%	2.5%	2.5%	3.0%	4.0%
	Wage	Actual Starting wage	1 year anniversary	2 year anniversary	3 year anniversary	4 year anniversary	5 year anniversary	6 year anniversary	7 year anniversary	8 year anniversary	9 year anniversary	10 year anniversary	15 year anniversary	20 year anniversary
Director/Professional Classification														
Airport Manager	\$ 5,091.95	\$ 5,091.95	\$ 5,143.38	\$ 5,169.23	\$ 5,195.20	\$ 5,247.68	\$ 5,300.69	\$ 5,406.70	\$ 5,514.84	\$ 5,652.71	\$ 5,794.02	\$ 5,938.87	\$ 6,117.04	\$ 6,361.72
Building Inspector	\$ 4,845.23	\$ 4,845.23	\$ 4,869.45	\$ 4,893.80	\$ 4,942.74	\$ 4,992.16	\$ 5,092.01	\$ 5,193.85	\$ 5,297.73	\$ 5,430.17	\$ 5,565.92	\$ 5,705.07	\$ 5,876.22	\$ 6,111.27
City Clerk	\$ 4,967.21	\$ 4,967.21	\$ 4,992.04	\$ 5,017.00	\$ 5,067.17	\$ 5,117.84	\$ 5,220.20	\$ 5,324.61	\$ 5,431.10	\$ 5,566.87	\$ 5,706.05	\$ 5,848.70	\$ 6,024.16	\$ 6,265.13
Treasurer	\$ 4,330.56	\$ 4,666.67	\$ 4,690.00	\$ 4,713.45	\$ 4,760.59	\$ 4,808.19	\$ 4,904.36	\$ 5,002.44	\$ 5,102.49	\$ 5,230.06	\$ 5,360.81	\$ 5,494.83	\$ 5,659.67	\$ 5,886.06
Dispatch Supervisor	\$ 5,071.36	\$ 5,071.36	\$ 5,096.71	\$ 5,122.20	\$ 5,173.42	\$ 5,225.15	\$ 5,329.66	\$ 5,436.25	\$ 5,544.97	\$ 5,683.60	\$ 5,825.69	\$ 5,971.33	\$ 6,150.47	\$ 6,396.49
Fire Chief / EMT	\$ 5,856.74	\$ 5,856.74	\$ 5,915.90	\$ 5,945.63	\$ 5,975.50	\$ 6,035.86	\$ 6,096.83	\$ 6,221.26	\$ 6,348.22	\$ 6,477.78	\$ 6,643.87	\$ 6,814.23	\$ 7,018.66	\$ 7,299.40
Library Director	\$ 3,905.33	\$ 3,905.33	\$ 3,924.86	\$ 3,944.48	\$ 3,983.93	\$ 4,023.77	\$ 4,104.24	\$ 4,186.33	\$ 4,270.05	\$ 4,376.81	\$ 4,486.23	\$ 4,598.38	\$ 4,736.33	\$ 4,925.79
Police Chief	\$ 6,508.17	\$ 6,508.17	\$ 6,573.91	\$ 6,606.94	\$ 6,640.15	\$ 6,707.22	\$ 6,774.97	\$ 6,913.23	\$ 7,054.32	\$ 7,198.28	\$ 7,382.86	\$ 7,572.16	\$ 7,799.32	\$ 8,111.30
Public Utilities Director	\$ 5,591.70	\$ 5,591.70	\$ 5,648.18	\$ 5,676.56	\$ 5,705.09	\$ 5,762.72	\$ 5,820.93	\$ 5,939.72	\$ 6,060.94	\$ 6,184.63	\$ 6,343.21	\$ 6,505.86	\$ 6,701.03	\$ 6,969.08
Public Works Director	\$ 5,711.06	\$ 5,711.06	\$ 5,768.74	\$ 5,797.73	\$ 5,826.87	\$ 5,885.72	\$ 5,945.18	\$ 6,066.51	\$ 6,190.31	\$ 6,316.65	\$ 6,478.61	\$ 6,644.73	\$ 6,844.07	\$ 7,117.83
Human Resources Officer - Hourly	\$ 21.00	\$ 21.00	\$ 21.11	\$ 21.21	\$ 21.42	\$ 21.64	\$ 22.07	\$ 22.51	\$ 22.96	\$ 23.54	\$ 24.12	\$ 24.73	\$ 25.47	\$ 26.49
Director - Hourly	\$ 18.65	\$ 18.65	\$ 18.75	\$ 18.84	\$ 19.03	\$ 19.22	\$ 19.60	\$ 20.00	\$ 20.40	\$ 20.91	\$ 21.43	\$ 21.97	\$ 22.62	\$ 23.53
Administrative/Technical Classification														
Airport Fueler/Maintenance/Cust Svc	\$ 20.82	\$ 20.82	\$ 20.92	\$ 21.03	\$ 21.24	\$ 21.45	\$ 21.88	\$ 22.32	\$ 22.76	\$ 23.33	\$ 23.92	\$ 24.51	\$ 25.25	\$ 26.26
Animal Caretaker	\$ 10.88	\$ 10.88	\$ 10.93	\$ 10.99	\$ 11.10	\$ 11.21	\$ 11.43	\$ 11.66	\$ 11.90	\$ 12.19	\$ 12.50	\$ 12.81	\$ 13.20	\$ 13.72
City Planner-in-Training	\$ 3,173.67	\$ 3,173.67	\$ 3,189.53	\$ 3,205.48	\$ 3,237.54	\$ 3,269.91	\$ 3,335.31	\$ 3,402.02	\$ 3,470.06	\$ 3,556.81	\$ 3,645.73	\$ 3,736.87	\$ 3,848.98	\$ 4,002.94
City Planner I														
City Planner II	\$ 3,876.72	\$ 3,876.72	\$ 3,896.10	\$ 3,915.58	\$ 3,954.74	\$ 3,994.28	\$ 4,074.17	\$ 4,155.65	\$ 4,238.76	\$ 4,344.73	\$ 4,453.35	\$ 4,564.69	\$ 4,701.63	\$ 4,889.69
Deputy City Clerk/Payroll - Hourly	\$ 23.65	\$ 23.65	\$ 23.77	\$ 23.89	\$ 24.13	\$ 24.37	\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.51	\$ 27.17	\$ 27.85	\$ 28.68	\$ 29.83
Dir/Auto Cad/Floodplain Admin	\$ 4,330.56	\$ 4,330.56	\$ 4,352.21	\$ 4,373.97	\$ 4,417.71	\$ 4,461.89	\$ 4,551.13	\$ 4,642.15	\$ 4,734.99	\$ 4,853.37	\$ 4,974.70	\$ 5,099.07	\$ 5,252.04	\$ 5,462.12
General Office Clerk - Hourly	\$ 13.31	\$ 13.31	\$ 13.37	\$ 13.44	\$ 13.57	\$ 13.71	\$ 13.98	\$ 14.26	\$ 14.55	\$ 14.91	\$ 15.29	\$ 15.67	\$ 16.14	\$ 16.78
Police Lieutenant/Detective	\$ 5,164.47	\$ 5,164.47	\$ 5,216.64	\$ 5,242.85	\$ 5,295.28	\$ 5,348.23	\$ 5,455.20	\$ 5,564.30	\$ 5,675.59	\$ 5,817.47	\$ 5,962.91	\$ 6,111.98	\$ 6,295.34	\$ 6,547.16
Police Captain	\$ 5,572.54	\$ 5,572.54	\$ 5,628.83	\$ 5,657.12	\$ 5,685.54	\$ 5,742.97	\$ 5,857.83	\$ 5,974.99	\$ 6,094.49	\$ 6,246.85	\$ 6,403.02	\$ 6,563.10	\$ 6,759.99	\$ 7,030.39
Water/Wastewater Plant Supervisor	\$ 4,642.89	\$ 4,642.89	\$ 4,689.79	\$ 4,713.35	\$ 4,737.04	\$ 4,784.89	\$ 4,833.22	\$ 4,931.86	\$ 5,032.51	\$ 5,135.21	\$ 5,266.88	\$ 5,401.93	\$ 5,563.99	\$ 5,786.55
Swimming Pool Classification														
Swimming Pool Manager - Seasonal -	\$ 2,538.71	\$ 2,564.35	\$ 2,590.26	\$ 2,603.27	\$ 2,616.35	\$ 2,642.78	\$ 2,669.48	\$ 2,723.96	\$ 2,779.55	\$ 2,836.27	\$ 2,909.00	\$ 2,981.72	\$ 3,071.17	\$ 3,194.02
Lifeguard - Hourly	\$ 14.00	\$ 15.00												
Head Lifeguard or Acting Add - Hourly	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50										
Part Paid Firefighters Classification														
	Probationary Wage	After Completion of Probationary Period												
Part Paid Firefighter	\$ 10.96	\$ 13.14												
Monthly Stipend - Completion of one	\$ 150.00	\$ 150.00												
EMT Certification - Add Upon Certification	\$ 3.00	\$ 3.00												
AEMT Certification	\$ 4.00	\$ 4.00												
Paramedic	\$ 5.00	\$ 5.00												
Critical Care Paramedic	\$ 6.00	\$ 6.00												
Firefighter I - Add Upon Certification	\$ 2.00	\$ 2.00												
Firefighter II - Add Upon Certification	\$ 3.00	\$ 3.00												
Driver/Operator	\$ 4.00	\$ 4.00												
Elected Officials														
	Monthly Wage													
Mayor	\$ 1,833.99													
City Court Judge	\$ 1,833.99													
Councilperson	\$ 333.34													
Appointed Positions														
	Wage													
City Attorney	\$ 150.00													
Deputy City Attorney	\$ 3,000.00													

Base Wage
25-26 Step Increase
Adjust Base Wage

RESOLUTION NO. 4660

A RESOLUTION REVISING CITY OF MILES CITY DEPUTY CLERK POSITION DESCRIPTIONS

WHEREAS, the City of Miles City had previously established a position description for the Deputy Clerk position for the City of Miles City;

AND WHEREAS, the City Council finds that certain revisions to such position description should be adopted;


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

1. That the following revised: Position Descriptions attached as Exhibit "A"
2. Such job description shall become effective upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27th DAY OF JANUARY 2026.

Chris Grenz, Mayor

ATTEST: _____
Mary Rowe, City Clerk

 <p>CITY OF MILES CITY</p> <p>Position Description</p> <p>Deputy City Clerk</p>	Last Revised	12/6/2018
	Effective	12/7/18
	FSLA Exempt	Non-Exempt
	Job Class	Administrative
	Department	Finance
	Accountable to	City Clerk

SUMMARY OF WORK

Oversight of process City accounts payable claims and monitoring of ambulance receivables. At the request or absence of the City Clerk performs City Clerk duties as necessary. Serves the public.

ESSENTIAL ACCOUNTABILITIES AND EXPECTED OUTCOMES

- Reconcile and pay accounts payable claims. Enter and balance claims, print reports; print and mail checks; research vendor statements and claims; maintain claims files, including scanning claims into accounting software.
- Payroll: maintain and update payroll system applications.
 - Calculate, process, and prepare certification of eligibility for longevity and ensure that payment is correctly paid.
 - Review and enter payroll data for accuracy. Audit department payroll records and documentation to ensure that reported time any pay is correct and in accordance with applicable State and Federal laws, Miles City Personnel Policies and Procedures, various Union Contracts, and Fair Labor Standards Act. Ensure special deductions are taken correctly from employee paychecks in accordance with State and Federal laws, answer employee questions and resolve problems and discrepancies. Notify City Clerk and Treasurer of payroll transmittals and direct deposits to all city accounts.
- Annually prepare W-9s in accordance with current Internal Revenue Service requirements.
- Reconcile Ambulance Receivables and Ambulance Cash with ambulance billing provider monthly reports. Prepare journal voucher entries. Ensure accuracy and monitor ambulance accounts going to the professional collection agency.
- Record and prepare minutes for City Council and assigned standing committees of the Council as directed.
- Provide support to the City Clerk as directed. Undertake special projects under the direction of the City Clerk.

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Position Description: Deputy City Clerk
Page 1 of 4

- In the absence of Utility Billing Clerk and Utility Billing Assistant; post payments and assists with past due water payment contracts.
- Regularly monitor and improve the organization and management of office activities in order to make improvements in workflow, procedures, use of equipment and forms.
- Assist in a variety of administrative and technical duties; independently respond to routine letters and general correspondence; compose and prepare letters, memoranda, and reports pertaining to standard policies.
- Maintains the permanent records of the City, including Ordinances, Resolutions, contracts, financial records and other City records in accordance with current Montana Secretary of State records management retention requirements.
- Assist in the annual audit; provide necessary information when needed.

MINIMUM REQUIREMENTS

Education (Knowledge)

- Equivalent to the completion of High School and additional advanced courses in accounting. Understand and apply generally accepted accounting principles and practices.

Experience (Skills, Abilities)

- Two years of general office and accounting experience.
- Use principles and practices of office management, record keeping
- Identify complex problems and review related information to develop and evaluate options and implement solutions; use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Maintain a high degree of functional ability with the payroll accounting software.
- Effectively communicate both orally and in writing; attention to accuracy, timeliness and detail; establish effective working relationships with fellow employees, supervisors, and the public and requires good organizational skills.

DESIRABLE QUALIFICATIONS

- Maintain confidential information in accordance with Montana and Federal Statutes
- Three years of increasingly responsible technical and administrative, office management, with a large employer or a governmental agency is highly desirable.
- Certified Municipal Clerk
- Specialized college course work in business administration, accounting, or a related field.

PERFORMANCE STANDARDS

Individual performance evaluation shall be based on the following elements:

- Productivity/Independence/Reliability
- Job Knowledge
- Interpersonal Relationships/Cooperation/Commitment

Position Description: Deputy City Clerk

Page 2 of 4

- Attendance
- Adherence to Policy
- Overall Performance

WORKING CONDITIONS

Stand: Seldom
 Sit: Often
 Lift: Seldom
 Noise: As would be experienced in a general office setting
 Hazardous materials exposure: Never
 Travel: Occasionally
 Other: N/A

PHYSICAL REQUIREMENTS

Lift: Up to 25 pounds

I attest that this City of Miles City Position Description accurately reflects the major duties of this position.

Position Immediate Supervisor: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and is recommended by City Human Resource Director.

HR Director: _____ Date: _____
Signature

This City of Miles City Position Description has been reviewed and approved by City Human Resource Committee.

HR Committee Chair: _____ Date: _____
Signature

I, _____, acknowledge I have received and reviewed the Miles City Position Description; this position description will become part of my personnel file.

Position Description: Deputy City Clerk
 Page 3 of 4

Employee: _____ Date: _____
Signature

Position Description: Deputy City Clerk
Page 4 of 4

Non-Union Wage Matrix
Wage Scale
Effective Date: FY 25-26 Budget Year DRAFT

Section 8, Item F.

% of Prior Step	Base Starting	1.0%	0.5%	0.5%	1.0%	1.0%	2.0%	2.0%	2.0%	2.5%	2.5%	2.5%	3.0%	4.0%
	Wage	Actual Starting wage	1 year anniversary	2 year anniversary	3 year anniversary	4 year anniversary	5 year anniversary	6 year anniversary	7 year anniversary	8 year anniversary	9 year anniversary	10 year anniversary	15 year anniversary	20 year anniversary
Director/Professional Classification														
Airport Manager	\$ 5,091.95	\$ 5,091.95	\$ 5,143.38	\$ 5,169.23	\$ 5,195.20	\$ 5,247.68	\$ 5,300.69	\$ 5,406.70	\$ 5,514.84	\$ 5,652.71	\$ 5,794.02	\$ 5,938.87	\$ 6,117.04	\$ 6,361.72
Building Inspector	\$ 4,845.23	\$ 4,845.23	\$ 4,869.45	\$ 4,893.80	\$ 4,942.74	\$ 4,992.16	\$ 5,092.01	\$ 5,193.85	\$ 5,297.73	\$ 5,430.17	\$ 5,565.92	\$ 5,705.07	\$ 5,876.22	\$ 6,111.27
City Clerk	\$ 4,967.21	\$ 4,967.21	\$ 4,992.04	\$ 5,017.00	\$ 5,067.17	\$ 5,117.84	\$ 5,220.20	\$ 5,324.61	\$ 5,431.10	\$ 5,566.87	\$ 5,706.05	\$ 5,848.70	\$ 6,024.16	\$ 6,265.13
Treasurer	\$ 4,330.56	\$ 4,666.67	\$ 4,690.00	\$ 4,713.45	\$ 4,760.59	\$ 4,808.19	\$ 4,904.36	\$ 5,002.44	\$ 5,102.49	\$ 5,230.06	\$ 5,360.81	\$ 5,494.83	\$ 5,659.67	\$ 5,886.06
Dispatch Supervisor	\$ 5,071.36	\$ 5,071.36	\$ 5,096.71	\$ 5,122.20	\$ 5,173.42	\$ 5,225.15	\$ 5,329.66	\$ 5,436.25	\$ 5,544.97	\$ 5,683.60	\$ 5,825.69	\$ 5,971.33	\$ 6,150.47	\$ 6,396.49
Fire Chief / EMT	\$ 5,856.74	\$ 5,856.74	\$ 5,915.90	\$ 5,945.63	\$ 5,975.50	\$ 6,035.86	\$ 6,096.83	\$ 6,221.26	\$ 6,348.22	\$ 6,477.78	\$ 6,643.87	\$ 6,814.23	\$ 7,018.66	\$ 7,299.40
Library Director	\$ 3,905.33	\$ 3,905.33	\$ 3,924.86	\$ 3,944.48	\$ 3,983.93	\$ 4,023.77	\$ 4,104.24	\$ 4,186.33	\$ 4,270.05	\$ 4,376.81	\$ 4,486.23	\$ 4,598.38	\$ 4,736.33	\$ 4,925.79
Police Chief	\$ 6,508.17	\$ 6,508.17	\$ 6,573.91	\$ 6,606.94	\$ 6,640.15	\$ 6,707.22	\$ 6,774.97	\$ 6,913.23	\$ 7,054.32	\$ 7,198.28	\$ 7,382.86	\$ 7,572.16	\$ 7,799.32	\$ 8,111.30
Public Utilities Director	\$ 5,591.70	\$ 5,591.70	\$ 5,648.18	\$ 5,676.56	\$ 5,705.09	\$ 5,762.72	\$ 5,820.93	\$ 5,939.72	\$ 6,060.94	\$ 6,184.63	\$ 6,343.21	\$ 6,505.86	\$ 6,701.03	\$ 6,969.08
Public Works Director	\$ 5,711.06	\$ 5,711.06	\$ 5,768.74	\$ 5,797.73	\$ 5,826.87	\$ 5,885.72	\$ 5,945.18	\$ 6,066.51	\$ 6,190.31	\$ 6,316.65	\$ 6,478.61	\$ 6,644.73	\$ 6,844.07	\$ 7,117.83
Human Resources Officer - Hourly	\$ 21.00	\$ 21.00	\$ 21.11	\$ 21.21	\$ 21.42	\$ 21.64	\$ 22.07	\$ 22.51	\$ 22.96	\$ 23.54	\$ 24.12	\$ 24.73	\$ 25.47	\$ 26.49
Director - Hourly	\$ 18.65	\$ 18.65	\$ 18.75	\$ 18.84	\$ 19.03	\$ 19.22	\$ 19.60	\$ 20.00	\$ 20.40	\$ 20.91	\$ 21.43	\$ 21.97	\$ 22.62	\$ 23.53
Administrative/Technical Classification														
Airport Fueler/Maintenance/Cust Svc	\$ 20.82	\$ 20.82	\$ 20.92	\$ 21.03	\$ 21.24	\$ 21.45	\$ 21.88	\$ 22.32	\$ 22.76	\$ 23.33	\$ 23.92	\$ 24.51	\$ 25.25	\$ 26.26
Animal Caretaker	\$ 10.88	\$ 10.88	\$ 10.93	\$ 10.99	\$ 11.10	\$ 11.21	\$ 11.43	\$ 11.66	\$ 11.90	\$ 12.19	\$ 12.50	\$ 12.81	\$ 13.20	\$ 13.72
City Planner-in-Training	\$ 3,173.67	\$ 3,173.67	\$ 3,189.53	\$ 3,205.48	\$ 3,237.54	\$ 3,269.91	\$ 3,335.31	\$ 3,402.02	\$ 3,470.06	\$ 3,556.81	\$ 3,645.73	\$ 3,736.87	\$ 3,848.98	\$ 4,002.94
City Planner I														
City Planner II	\$ 3,876.72	\$ 3,876.72	\$ 3,896.10	\$ 3,915.58	\$ 3,954.74	\$ 3,994.28	\$ 4,074.17	\$ 4,155.65	\$ 4,238.76	\$ 4,344.73	\$ 4,453.35	\$ 4,564.69	\$ 4,701.63	\$ 4,889.69
Deputy City Clerk/Payroll - Hourly	\$ 23.65	\$ 23.65	\$ 23.77	\$ 23.89	\$ 24.13	\$ 24.37	\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.51	\$ 27.17	\$ 27.85	\$ 28.68	\$ 29.83
Dir/Auto Cad/Floodplain Admin	\$ 4,330.56	\$ 4,330.56	\$ 4,352.21	\$ 4,373.97	\$ 4,417.71	\$ 4,461.89	\$ 4,551.13	\$ 4,642.15	\$ 4,734.99	\$ 4,853.37	\$ 4,974.70	\$ 5,099.07	\$ 5,252.04	\$ 5,462.12
General Office Clerk - Hourly	\$ 13.31	\$ 13.31	\$ 13.37	\$ 13.44	\$ 13.57	\$ 13.71	\$ 13.98	\$ 14.26	\$ 14.55	\$ 14.91	\$ 15.29	\$ 15.67	\$ 16.14	\$ 16.78
Police Lieutenant/Detective	\$ 5,164.47	\$ 5,164.47	\$ 5,216.64	\$ 5,242.85	\$ 5,295.28	\$ 5,348.23	\$ 5,455.20	\$ 5,564.30	\$ 5,675.59	\$ 5,817.47	\$ 5,962.91	\$ 6,111.98	\$ 6,295.34	\$ 6,547.16
Police Captain	\$ 5,572.54	\$ 5,572.54	\$ 5,628.83	\$ 5,657.12	\$ 5,685.54	\$ 5,742.97	\$ 5,857.83	\$ 5,974.99	\$ 6,094.49	\$ 6,246.85	\$ 6,403.02	\$ 6,563.10	\$ 6,759.99	\$ 7,030.39
Water/Wastewater Plant Supervisor	\$ 4,642.89	\$ 4,642.89	\$ 4,689.79	\$ 4,713.35	\$ 4,737.04	\$ 4,784.89	\$ 4,833.22	\$ 4,931.86	\$ 5,032.51	\$ 5,135.21	\$ 5,266.88	\$ 5,401.93	\$ 5,563.99	\$ 5,786.55
Swimming Pool Classification														
Swimming Pool Manager - Seasonal -	\$ 2,538.71	\$ 2,564.35	\$ 2,590.26	\$ 2,603.27	\$ 2,616.35	\$ 2,642.78	\$ 2,669.48	\$ 2,723.96	\$ 2,779.55	\$ 2,836.27	\$ 2,909.00	\$ 2,981.72	\$ 3,071.17	\$ 3,194.02
Lifeguard - Hourly	\$ 14.00	\$ 15.00												
Head Lifeguard or Acting Add - Hourly	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50										
Part Paid Firefighters Classification														
	Probationary Wage	After Completion of Probationary Period												
Part Paid Firefighter	\$ 10.96	\$ 13.14												
Monthly Stipend - Completion of one	\$ 150.00	\$ 150.00												
EMT Certification - Add Upon Certification	\$ 3.00	\$ 3.00												
AEMT Certification	\$ 4.00	\$ 4.00												
Paramedic	\$ 5.00	\$ 5.00												
Critical Care Paramedic	\$ 6.00	\$ 6.00												
Firefighter I - Add Upon Certification	\$ 2.00	\$ 2.00												
Firefighter II - Add Upon Certification	\$ 3.00	\$ 3.00												
Driver/Operator	\$ 4.00	\$ 4.00												
Elected Officials														
	Monthly Wage													
Mayor	\$ 1,833.99													
City Court Judge	\$ 1,833.99													
Councilperson	\$ 333.34													
Appointed Positions														
	Wage													
City Attorney	\$ 150.00													
Deputy City Attorney	\$ 3,000.00													

Base Wage
25-26 Step Increase
Adjust Base Wage

RESOLUTION NO. 4661

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2025-2026 TO INCREASE THE BUDGETED AMOUNT IN GENERAL FUND FOR UNBUDGETED EXPENDITURES.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2025-2026 to increased appropriations as a result of unanticipated expenditures related to the City of Miles City, as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within the general fund,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

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

The appropriations for the Final Budget for Fiscal Year 2025-2026 shall be increased in the following amounts:

<u>FUND/ACCOUNT</u>	<u>DESCRIPTION</u>	<u>REVENUE</u>
1000-382020 (101000)	Insurance Reimbursement	\$12,266

Total Revenue increased in various funds \$12,266.00

<u>FUND/ACCOUNT</u>	<u>DESCRIPTION</u>	<u>EXPENSE</u>
1000-001-410200-370	Add travel expense to budget	\$1,500
1000-009-410540-370	Reduce excess travel expense	(\$4,961)
1000-036-411020-360	Insurance deductible	\$12,266

Total expense increased in various funds \$8,805.00

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2025-2026 on the 24th day of February, 2026, at 6:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS
27TH DAY OF JANUARY, 2026.

Chris Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF
MILES CITY, MONTANA, THIS 24TH DAY OF FEBRUARY, 2026.

Chris Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4662

A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF MILES CITY AND SDI ARCHITECTS + DESIGN FOR THE PURPOSE OF DEVELOPING BIDDING DOCUMENTS AND ADMINISTERING CONSTRUCTION FOR THE RE-ROOF OF THE CITY’S EXISTING WATER TREATMENT PLANT.

WHEREAS, the City of Miles City has engaged the services of SDI Architects + Design (“SDI”), to provide certain architectural services related to developing bidding documents and administering construction for the re-roof of the City’s existing water treatment plant;

AND WHEREAS, the City and SDI desire to enter into a letter of agreement for SDI to provide the architectural services set forth therein;

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

1. That “Letter of Agreement, JOB#2026003” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27TH DAY OF JANUARY, 2026.

C. A. Grenz, Mayor

ATTEST:

City Clerk, Mary Rowe



**LETTER OF AGREEMENT
FOR ARCHITECTURAL SERVICES
JOB# 2026003**

CITY OF MILES CITY, care of Butch Grenz, Mayor, 17 S. 8th St., Miles City, MT 59301 (CLIENT) agrees to employ **SDI ARCHITECTS + DESIGN**, 909 Main Street, Miles City, MT 59301 (ARCHITECT) for limited architectural services for **developing bidding documents and administering construction for the re-roof of the City's existing water treatment plant located at 67 Water Plant Road, Miles City, Montana.**

Compensation for these services will be on an HOURLY PLUS EXPENSES BASIS per the attached Published Rates with a NOT-TO-EXCEED amount of \$30,000.00.

ARCHITECT CONTRACT PROVISIONS:

1. CONTRACT – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. RIGHT OF ENTRY – When entry to property is required for the ARCHITECT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the ARCHITECT are instruments of the ARCHITECT's service that shall remain the ARCHITECT's property. The CLIENT agrees not to use the ARCHITECT's generated documents for marketing purposes, for projects other than the project for which the documents were prepared by the ARCHITECT, or for future modifications to this project, without the ARCHITECT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the ARCHITECT will be at the CLIENT's sole risk and without liability to the ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. HAZARDOUS MATERIALS – The scope of the ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

5. CONSTRUCTION PHASE SERVICES – If the ARCHITECT performs any services during the construction phase of the project, the ARCHITECT shall not supervise, direct, or have control over Contractor's work. The ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs

in connection with the work performed by the Contractor. The ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If the CLIENT wishes to exclude construction phase services, the CLIENT agrees to waive any and all claims against the ARCHITECT that might be contributed to or caused by the ARCHITECT's full or partial exclusion from the construction phase. In the event the CLIENT or Contractor consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the ARCHITECT; the CLIENT and Contractor agree to release the ARCHITECT from any liability arising from the construction, use or result of such changes.

6. STANDARD OF CARE – The ARCHITECT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. CLIENT agrees that services provided will be rendered without any warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

The ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

7. OPINION OF PROBABLE COSTS – When required as part of its work, the ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the ARCHITECT hereunder will be made on the basis of the ARCHITECT's experience and qualifications and will represent the ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that the ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

8. PAYMENT – Payment for services are due upon the date of the statement. Payments not made within thirty (30) days of the statement date will bear interest at the Annual Percentage Rate of 12% APR from the statement date until paid.

9. SUSPENSION OF WORK – The CLIENT may, at any time, by written notice, suspend further work by the ARCHITECT. The CLIENT shall remain liable for, and shall promptly pay the ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the CLIENT's behalf.

The CLIENT shall pay the ARCHITECT pursuant to the rates and charges set forth in the Proposal. The ARCHITECT will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the CLIENT does not pay invoices within thirty (30) days of submission of invoice, the ARCHITECT may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold the ARCHITECT harmless from any claim or liability resulting from such suspension.

10. LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of the ARCHITECT and the ARCHITECT's officers, directors, employees, agents, and consultants to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the ARCHITECT under this Agreement.

11. MISCELLANEOUS

Governing Law: The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The CLIENT and the ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Subrogation: All parties agree to waive their rights of subrogation against one another with respect to any and all losses covered by the respective party's Insurance during and after construction.

ARCHITECT Reliance: The ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, the CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

The CLIENT shall furnish land surveys, tests, inspections and reports, such as soils, structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials as applicable to this project.

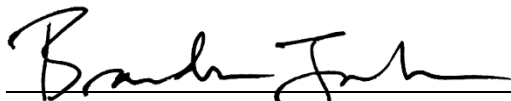
Certifications: The ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in the ARCHITECT's having to certify, guarantee, or warrant the existence of conditions that the ARCHITECT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or the ARCHITECT. The ARCHITECT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against the ARCHITECT because of this Agreement or the ARCHITECT's performance of services hereunder.

Consequential Damages: Neither the CLIENT nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The limit of this agreement will be from the date listed below through December 31, 2026.

Agreement dated January 20, 2026 and AGREED TO BY:



Brandon Janshen, AIA (President/Owner)

1/20/2026
Date

Butch Grenz (Mayor)

Date



PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 01, 2026

The following time and expense rates will apply to work performed on an **HOURLY PLUS EXPENSES** basis:

TIME:

Principal Architect	\$180/hour
Project Architect	\$150/hour
Project Manager	\$120/hour
Interior Designer	\$100/hour
Grant/Technical Services	\$100/hour
Intern Architect	\$100/hour
Design Support Services	\$75/hour
Legal/Expert Witness	\$360/hour
Facility Assessments	hourly w/ \$1,250 minimum*
Residential Projects (REMODEL/ADDITION)	hourly w/ \$2,500 minimum*
Residential Projects (NEW)	hourly w/ \$5,000 minimum*
Commercial Projects (SMALL/REMODEL/ADDITION)	hourly w/ \$5,000 minimum*
Commercial Projects (NEW)	hourly w/ \$10,000 minimum*

* listed minimum amount may be required as a retainer before project proceeds

REIMBURSABLE EXPENSES:

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$1.00/mile
Plotting, Printing, & Scanning (by SDI)	see Printing & Scanning Costs
Plotting, Printing, & Scanning (by others)	Cost + 10%
Postage	Cost + 10%

3-D Camera Deliverables

0 – 2,499 SF area	hourly + \$200
2,500 – 4,999 SF area	hourly + \$250
5,000 – 9,999 SF area	hourly + \$300
10,000+ SF area	hourly + \$600
Online hosting of 3-D walk-throughs	\$100/month



PUBLISHED PLOTTING, PRINTING, & SCANNING RATES

Effective January 01, 2026

(All plot, print, and scan jobs will also incur hourly rates)

PLOTTING COSTS:

COLOR PRINTS	Regular, Bond Paper	\$1.00/SQUARE FOOT
COLOR PRINTS	Poster Paper	\$1.25/SQUARE FOOT
B&W PRINTS	Regular, Bond Paper	\$0.75/SQUARE FOOT
B&W PRINTS	Poster Paper	\$1.00/SQUARE FOOT

PRINTING COSTS:

COLOR PRINTS	8.5" x 11" Regular, Bond Paper	\$0.50/PAGE
COLOR PRINTS (duplex)	8.5" x 11" Regular, Bond Paper	\$0.75/PAGE
COLOR PRINTS	11" x 17" Regular, Bond Paper	\$1.00/PAGE
COLOR PRINTS (duplex)	11" x 17" Regular, Bond Paper	\$1.50/PAGE
COLOR PRINTS	8.5" x 11" Poster Paper	\$1.00/PAGE
B&W PRINTS	8.5" x 11" Regular, Bond Paper	\$0.25/PAGE
B&W PRINTS (duplex)	8.5" x 11" Regular, Bond Paper	\$0.40/PAGE
B&W PRINTS	11" x 17" Regular, Bond Paper	\$0.50/PAGE
B&W PRINTS (duplex)	11" x 17" Regular, Bond Paper	\$0.75/PAGE
B&W PRINTS	8.5" x 11" Poster Paper	\$0.50/PAGE
BINDING	Includes cover & backing	\$5.00/EACH

SCANNING COSTS:

ALL NEW PRINTS	\$0.50/SQUARE FOOT
ALL OLD PRINTS	\$1.00/SQUARE FOOT
COPY TO FLASH DRIVE	\$15.00/FLASH DRIVE

\$25 MINIMUM

\$50 MINIMUM IF SAME DAY

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RESOLUTION NO. 4663

A RESOLUTION APPROVING A "LEASE AND SERVICE AGREEMENT" WITH SAFE HAVEN BABY BOXES, INC.

WHEREAS, the City of Miles City desires to enter into a "Lease and Service Agreement" with Safe Haven Baby Boxes, Inc., for placement of a newborn safety device on the new MCFR building and premises;

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

1. The "Lease and Service Agreement" between the City of Miles City and Safe Haven Baby Boxes, Inc., attached hereto as Exhibit "A," is hereby approved and adopted by this Council.
2. The Mayor shall have the authority to execute the same, and to bind the City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 27th DAY OF 2026.

C.A.Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 2026 by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the **City of Miles City, Montana** (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Indiana law), and awareness related to preventing child abandonment.

WHEREAS, Montana Code Ann § 40-6-404, *et al* (the “Safe Haven Laws”), provides certain protections to local fire departments that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at 2800 Main Street, Miles City, Montana. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Sixteen Thousand Dollars (\$16,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Six Hundred and 00/100 Dollars (\$600.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Six Hundred and 00/100 Dollars (\$600.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved

modifications to accompanying parts of the Safety Device, including red signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER

REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 8, Item 1.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$750,000 per claim / \$1,500,000 per occurrence (being the tort cap for local governments under Montana law) related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the **[City / Hospital]'s** master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under **[City / Hospital]'s** master general liability and umbrella policies.

Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying Provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

A. SHBB has a policy of testing the Safety Device at its principal office prior to delivery of Safety Device to Provider in order to ensure it is functioning properly. SHBB also has a policy of testing the Safety Device once it is installed on the Premises to ensure it is functioning properly. SHBB's testing of the Safety Device is strictly limited to ensuring it functions properly and is further limited by the limitations and disclaimers on all warranties, express or implied, set forth in this Agreement regarding disclaimer and limitation of warranties.

B. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE

SAFETY DEVICE'S COMPOSITE PARTS.

C. **DUE DILLIGENCE BY PROVIDER.** IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

(PROVIDER, BY: _____, ITS _____).

D. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFTEY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.

E. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenannce, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- C.
- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in performance of their respective obligations under this Agreement ~~and~~ that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

Section 8, Item 1.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____

EXHIBIT ASAFE HAVEN BABY BOXES, INC.
POLICIES AND PROCEDURESI. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a newborn safety device provided for under Montana's Safe Haven Newborn Protection Act also known as the Safe Have Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital or law enforcement agency. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is an emergency services provider as defined by state law, staffed on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn may be inside the bassinet.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

- evaluation at the hospital may include screenings and examinations by physicians as determined by hospital policy and procedure.
- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
 - G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box. The unveiling/blessing date must be agreed upon between only the Provider and SHBB prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed. The first day of testing must be completed with the appropriate SHBB personnel present either over the phone or via video streaming.
 - iii Training of staff is completed via online certification and in-person by SHBB.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
 - ii Pending notice or drop of security monitoring, Safe Haven Baby Boxes, Inc. will uninstall the non-conforming location.

- H. Each Provider will provide medical information and a copy of parents rights located in the orange bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door so that it will fall out when the door is opened.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure:
 - i The presence of a clean fitted bassinet sheet and a blanket
 - ii The bassinet sensor has the green light only illuminated
 - iii Heater fan is operating
 - iv Alarm system is powered on and ready
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Boxes, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes Inc. by phone at 260-750-3668 and to your local Montana Child and Family Services Department (CFSD) within two (2) hours after the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks

2. All Safe Surrenders by date and time

By signing below, the undersigned agrees to the terms and conditions set forth in Exhibit A.

Provider:

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT B
SAVE HAVEN BABY BOXES INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Section 8, Item 1.

Initial Fee: \$16,000.00

1. "Pre-installation" Services:
 - a. Assistance with device location placement
 - b. Administrative resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation via pictures sent electronically
 - b. Training to all emergency personnel via online certification modules
3. Post Installation Services:
 - a. Marketing of the box to include the location finder at SHBB.org
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$600

1. Annual Fee Services
 - a. Recertification of the box by an authorized SHBB technician
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement due to malfunction (excluding negligence or vandalism).
 - d. Annual review training for all emergency personnel via online certification modules

Term Renewal: \$600.00

1. For the renewal of the Lease and Service Agreement at the end of each term.

OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$600.00. Cost based on location and transportation from Woodburn, IN. You can pick the device up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Internal Camera (optional) \$500.00. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information.*

January 14, 2026

City of Miles City
17 S. 8th ST.
Miles City, MT 59301

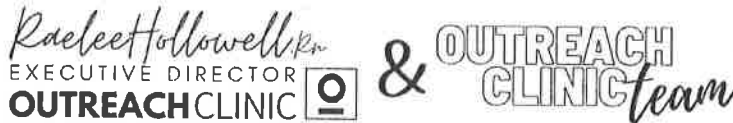
Dear City of Miles City,

PREGNANCY OUTREACH CLINIC OF MILES CITY, INC., a Montana charitable nonprofit corporation doing business as OUTREACH CLINIC will cover the complete cost listed in Exhibit B Services, Fees and Expenses Schedule, attached in this contract from Safe Haven Baby Boxes Inc.

The current cost consists of:

- Safe Haven Baby Box (Initial Fee) – to build \$16,000.00
- Annual Fee for recertification - \$600.00
- Term Renewal (every 5 years) - \$600.00
- Shipping Cost - \$1,742.50
- Jackson Contractor Group cost adjustments to the plans - Donated
- MC Electrical totals + Alarm: Auto Dialer (one time cost) - \$3,800.00
- Training options

Thank you!



- (406) 233-3098
- ED@outreachclinicmc.org
- www.outreachclinicmc.org
- 516 Pleasant Street - PO Box 596
Miles City, MT 59301

