



CITY OF MILES CITY

Regular Council Meeting Agenda

September 08, 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. SCHEDULE MEETINGS

3. STAFF REPORTS & OTHER COMMITTEE MINUTES

A. MCDURA/TIFD BOARD MEETING MINUTES 0827 2026 (Review Only)

B. CITY PLANNER-ZONING UPDATES MEMO TO COUNCIL (Review Only)

4. CITY COUNCIL COMMENTS

5. MAYOR COMMENTS

6. PUBLIC HEARINGS

A. ORDINANCE NO 1408 - (*Second Reading*) AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO ADDRESS SHIPPING CONTAINERS AND TEMPORARY BUILDINGS SIMILAR TO SHIPPING CONTAINERS IN THE VARIOUS DISTRICTS AND PROVIDING FOR A HEARING THEREON.

B. ORDINANCE NO 1409 - (*Second Reading*) AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO COMPLY WITH AND REFLECT STATE LAW, LEGISLATIVE CHANGES SINCE 2017, AND THE MILES CITY GROWTH POLICY 2025; AND PROVIDING FOR A HEARING THEREON.

C. RESOLUTION NO. 4705 - (*Second Reading*) A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2026-2027 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON

D. RESOLUTION NO. 4706 - (*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

- E. RESOLUTION NO. 4707 - (*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.
- F. RESOLUTION NO. 4708 - (*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.
- G. RESOLUTION NO. 4709 - (*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.
- H. RESOLUTION NO. 4710 - (*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.
- I. RESOLUTION NO. 4711 -(*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2026-2027.
- J. RESOLUTION NO. 4712 -(*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2026-2027.
- K. RESOLUTION NO. 4713 -(*Second Reading*) A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2026-2027.

7. UNFINISHED BUSINESS

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8. NEW BUSINESS

- A. RESOLUTION NO. 4716 - A RESOLUTION APPROVING A STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH SDI ARCHITECTS + DESIGN, FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD
- B. A RESOLUTION APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, TASK ORDER EDITION WITH KADRMAS, LEE & JACKSON D/B/A KLJ, FOR THE PROVISION OF ENGINEERING SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

C. RESOLUTION NO. 4718 - A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND KATELYN MATZEN, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

D. RESOLUTION NO. 4719 - A RESOLUTION ESTABLISHING BUILDING PERMIT PLAN REVIEW FEES.

E. APPROVE AUGUST 2026 CLAIMS

9. ADJOURNMENT

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

City of Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Tom Clarke * Ren Gardner * Todd Gillette * Chris Grenz * Brandon Janshen Kenneth Stein * Jason Strouf

MINUTES OF Regular Meeting Held Thursday, August 27, 2026 at 2:00 P.M. City Hall Conference Room

- **CALL TO ORDER**

Meeting was called to order at 2:02 P.M. by Board Chairman Brandon Janshen, who determined that a quorum was present.

Members Present: Ren Gardner, Todd Gillette, Chris Grenz, Brandon Janshen, Kenneth Stein, and Jason Strouf.

Guests Present; Diana Gordon, Doug Colombik, Chief, Miles City Police Department, and Keenan Stites, Miles City Star.

- **APPROVAL OF MEETING MINUTES**

Minutes of the regular meeting held July 23, 2026 were approved by a motion made by Chris Grenz, seconded by Ken Stein, and unanimously carried.

- **TIFD FINANCIAL REPORTS**

Chairman Janshen reported that the final June and July financials are still pending due to the fiscal year-end closing process. The schedule of TIFD grants approved was discussed. Reserved TIFD funds (preliminary until the City's books are finalized and available) was \$168,257.40, net of three reimbursement claims to be approved at this meeting.

- **CITIZEN REQUESTS**

In connection with the City's request for TIFD participation for new sidewalk construction on North 7th Street, Diane Gordon was in attendance. Discussion follows below under related new business agenda item.

- **NEW BUSINESS**

1. Review/Approve TIFD Reimbursements

Chairman Janshen presented three TIFD reimbursement claims for approval by the Board and referral to City Council:

- Leesburg / Miles City Saddlery**, 808 Main St., Miles City: Full reimbursement at 70% of project cost of \$19,497.75, or \$13,648.43 for alley parking area work..
- Miles City Police Department**, 419 North 7th St., Miles City: Full reimbursement of May 2025 award of \$10,920.00 for parking lot sealing..

- c. **City of Miles City, Connors Stadium:** Full reimbursement of May 2025 award of \$97,920.00 for stadium roof rebuild.

Following discussion, a motion to approve all three reimbursement claims together was made by Jason Strouf, seconded by Chris Grenz, and unanimously carried.

2. Review/Approve Pre-Application

a. City of Miles City, Tatro and North 7th St. Sidewalk

A pre-application request for TIFD assistance related to the construction of new sidewalk running along a portion of Highway 59 (subject to MDOT approval), 1026 North 7th Street, and 700 Tatro Street was reviewed and discussed.

Guest Diana Gordon rebutted the argument that the sidewalk was needed to enhance area pedestrian safety, particularly for children walking en route to school. Based on her conversations and observations, she asserts there are no children residing in the area that would benefit from the sidewalk.

Commissioner Gardner suggested the sidewalk location be given more thought, as a route on the west side of North 7th, rather than the proposed east side, which has significant commercial activity, might be preferable

It was generally agreed by the Board that the final application would need to clarify some issues and provide additional information for Board consideration, to include:

- 1) Adjacent property owners should be contacted and their opinions/consensus solicited, including MDT, and provided with application.
- 2) Clear property lines of adjacent properties should be provided with the application.

After discussion, a motion to request additional information to be included with the City's application for TIFD assistance for 7th Street sidewalk construction was made by Jason Strouf, seconded by Chris Grenz, and unanimously carried.

3. For Future Consideration: City of Miles City Alleyways

Chairman Janshen reported on his discussions with Public Works Director Samantha Malenovsky concerning future alley work. An email from her listing 5 planned alley projects was reviewed. Also discussed was Commissioner Clarke's advocacy for refurbishment of the post office alleyway that includes mail drop-boxes and adjacency to the post office dock area. No action taken.

- **OLD BUSINESS**

No old business was presented.

- **PUBLIC COMMENT**

No public comment was presented.

- **MEMBER ROUND TABLE**

1. A Billings Gazette article previously distributed was discussed. The article related stipulations attached to a large housing project TIF award, and the developer's reaction to those stipulations, which had largely to do with contractor wages.
2. Chairman Janshen informed the Board he has received 2 new pre-applications, which he will distribute by email.
3. The next regular meeting will be held September 24, 2026 at 2:00 P.M.

- ADJOURNMENT

A motion to adjourn was made by Commissioner Grenz, seconded by Commissioner Gardner, and unanimously carried to adjourn the meeting. The meeting was adjourned at 2:55 P.M.

Submitted by Todd Gillette



CITY OF MILES CITY

PLANNING & COMMUNITY SERVICES

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

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

Date: September 3, 2026

To: City Council, Mayor

From: Joel Nelson, Contract City Planner

Re: Zoning Updates for 'Shipping Containers' and Ordinance No. 1408(a) (or (b)) for City Council consideration on September 8, 2026

On August 25, 2026, the City Council approved the first reading of Ordinance No. 1408(a), but not Ordinance No. 1408(b). For the September 8 meeting and public hearing, the focus will therefore be Ordinance No. 1408(a) with the findings of fact in the Zoning Commission's final report.

However, if the regulations in Ordinance No. 1408(b) are deemed to be preferred, the Council could consider that language and associated stricken findings of fact in the report, to modify Ordinance No. 1408(a) for adoption similar to 1408(b). The main difference between the regulations in the two versions of the ordinances is that Ordinance No. 1408(b) would add the following to Sec. 24-63 as (a): "*All accessory buildings in residential districts are prohibited until the primary/main building is constructed; concurrent construction of accessory and primary buildings is allowed.*" Restoring the stricken language from the Zoning Commission's recommended findings of fact would support adding that restriction and essentially adopting the ordinance as stated in Ordinance No. 1408(b).

As another matter, as I mentioned during the August 25 meeting, since completion of Ordinance No. 1408(a) with the language as reviewed and recommended by the Zoning Commission, I have considered additional discussion with the City Attorney and what was discussed at the August 25th Council meeting. Based on those discussions, I believe a number of minor modifications to the proposed text would better meet the intent of what the Zoning Commission recommended approval of. Those are as follows, with potential now language underlined; administrative notes that would not be part of the ordinance are in *[brackets and italics]*:

1. **Sec. 24-73(a)(2):** *[applies to Shipping containers in residential districts (RA, RB, RC, SR, MH-A, and MH-RV)]* Shipping containers used as components of a permanent permitted

building(s) and subject to and in compliance with applicable building codes, or exempt from building codes due to size, may be allowed if the shipping container(s) complies with these regulations, such as those for setbacks, lot coverage, and building height, and is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage.

2. **Sec. 24-73(b)(3):** *[applies to Shipping containers in commercial and industrial districts (CBD, GC, HWC, HCLI, HI, and MC)]* Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e), if required, and subject to all of the following requirements:...
3. **Sec. 24-80(e)** *[establishes an exemption from permit requirements]:*...
 - (e) A temporary use permit is required for placement and/or use of shipping containers and similar structures, buildings, or objects in any zoning district within the City limits, except as follows: *[note that numbering would need to be modified accordingly]*
 - (1) The use is a grandfathered, non-conforming use per Sec. 24-89 of these regulations;
or
 - (2) The use is a typical subordinate use for freight and inventory management on a commercial or industrial property in one of the commercial and/or industrial districts (CBD, GC, HWC, HCLI, HI, and MC); or
 - (3) The use is a recurring or seasonal use that was previously established as demonstrated to the administrator, the temporary/seasonal use was in place for at least the prior two consecutive years, the use and object conformed to City codes, and the building for the use is to be in the same location as, and of the same use as previously established; and
 - (4) The building complies with all other requirements of these regulations.

ORDINANCE NO. 1408(a)

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO ADDRESS SHIPPING CONTAINERS AND TEMPORARY BUILDINGS SIMILAR TO SHIPPING CONTAINERS IN THE VARIOUS DISTRICTS AND PROVIDING FOR A HEARING THEREON.

WHEREAS, there have been multiple cases of shipping containers being placed within the residential zoning districts of the City of Miles City that are contrary to the purposes and intents of the residential districts and zoning code overall, and the zoning code does not specifically address this recent trend;

AND WHEREAS, to properly address the use of shipping containers and temporary buildings similar to shipping containers such that the negative effects are addressed while reasonably and appropriately accommodating shipping containers, similar buildings, and their various beneficial uses, requires text amendments that apply on a City-wide basis;

AND WHEREAS, City of Miles City staff have proposed various text amendments to the City zoning code to address these uses and administration of the code to accommodate shipping containers and similar buildings, add certain permit requirements, and miscellaneous amendments to carry out the intent of the proposed provisions;

AND WHEREAS, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such zoning amendments be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such amendments;

AND WHEREAS, the Miles City Zoning Commission, on the 13th day of August, 2026, upon public hearing and deliberation, recommended to the City Council that such amendments be approved.

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

Section 1.

The following term and definition are added to Sec. 24-201. – Definitions, between the terms/definitions of “Setback” and “Sign permit”:

Shipping container: A steel intermodal freight container, cargo container, Conex container, PODS container, or similar structure originally designed and manufactured for the transportation of goods

by ship, rail, or truck. The term also includes any purpose-built storage container similar to or resembling the above, manufactured for storage rather than ocean shipping and not certified for international maritime transport, which are commonly used for construction sites, storage, and commercial uses. The term does not include refuse containers, mobile offices, recreational vehicles, and other similar items originally constructed for purposes other than the above.

The following sections are amended as follows; no other existing language is changed other than depicted below: (additions are underlined, and deletions are ~~stricken~~):

Under the “Permitted Uses” listed in the following tables of Permitted and Conditional Uses in the various residential districts, “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63” is amended to state: “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)”:

- Sec. 24-15. - Residential A district (RA), subsection (b), Table II.1: RA District Permitted and Conditional Uses;
- Sec. 24-16. - Residential B district (RB), subsection (b), Table II.3: RB District Permitted and Conditional Uses;
- Sec. 24-17. - Residential C district (RC), subsection (b), Table II.5: RC District Permitted and Conditional Uses;
- Sec. 24-18. - Semi-rural district (SR), subsection (b), Table II.7: SR District Permitted and Conditional Uses; and
- Sec. 24-19. - Mobile home residential district (MH-A), subsection (b), Table II.9: MH-A District Permitted and Conditional Uses.

Under the “Permitted Uses” listed in Table II.11: MH-RV District Permitted and Conditional Uses, the following use is added: “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)”:

Sec. 24-63. - Accessory buildings, is amended as follows (additions are underlined, and deletions are ~~stricken~~):

(Also see accessory dwelling units, section 24-65 and shipping containers, section 24-73)

Accessory buildings are allowed in all zoning districts subject to permitting requirements except as exempted under section 24-81 and the following standards:

- (a) No accessory building shall be located within five feet of any principal residential building, or have a height over 24’ as measured from the highest peak of the building.

- (b) On residential lots, accessory buildings may be located in rear yards, but not in the required rear yard setback. See Figure III.A, setbacks and yards.
- (c) No accessory building shall be located in any required side or front yard in residential districts, with the following exceptions: Storm shelters, fallout shelters and similar shelters to protect human life during periods of danger may be constructed in the required front or side yard, but no part of the building may protrude above the average grade of the lot. In addition, such buildings with impervious surfaces shall be calculated against the permitted lot coverage.
- (d) In non-residential districts, with the exception of the CBD, accessory structures may be located in any yard, but not required yards.
- (e) For those uses listed as a conditional use, the addition of accessory buildings that expand a conditional use beyond what may have been reviewed under a conditional use permit process require review as a conditional use.
- (f) For nonconforming uses, the addition of accessory buildings that expand the nonconformity shall not be permitted without approval of a variance. For purposes of this requirement, nonconformity is increased if any portion of a required yard would be diminished by the proposed activity.
- (g) For regulations on shipping containers as defined by Sec. 24-201, similar buildings/structures, and temporary buildings that fall under the definition of shipping containers, see Sec. 24-73.

A new Sec. 24-73 is added as follows (additions for this change are underlined, and deletions are stricken):

Sec. 24-73. – Shipping containers:

- (a) Shipping containers in residential districts (RA, RB, RC, SR, MH-A, and MH-RV):
 - (1) Except as expressly authorized by this section, shipping containers shall not be permitted as a principal use, accessory use, accessory building, storage structure, or temporary structure in the residential districts.
 - (2) Shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the

shipping container(s) is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage.

(3) Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e) and subject to all of the following requirements:

- a. The container(s) shall be used solely for the temporary storage of household goods in connection with the following activities:
 - i. Moving into or out of a dwelling;
 - ii. Repair or restoration of a dwelling following fire, flood, storm damage, or similar casualty loss; or
 - iii. Repairs or remodeling, or new construction projects being performed under a valid permit when a permit is required by City code.
- b. No more than one container shall be located on a lot at any time.
- c. The container shall not exceed forty (40) feet in length.
- d. The storage container shall remain on the lot no longer than thirty (30) consecutive days, except as provided under (e) below. One extension not exceeding thirty (30) additional days may be approved by the administrator upon written request with information demonstrating good cause.
- e. A container may be used as temporary construction storage (equipment, tools, or construction materials) for longer than thirty (30) consecutive days on an active construction site authorized by a valid permit through the period of permitted activities. Such containers shall be removed within fourteen (14) days following final inspection, issuance of a certificate of occupancy, or cessation of construction activity, whichever occurs first.
- f. The container shall not be placed within any public street, alley, sidewalk, public easement, fire lane, required parking area, or required clear vision triangle.
- g. The container shall be placed upon a properly graded and drained surface.

- h. The container shall meet all requirements for accessory buildings, including setbacks, lot coverage, and building heights.
- i. The container shall not be connected to water, sewer, electrical, gas, or communication utilities.
- j. The container shall not be used for habitation, sleeping purposes, business activity, or retail sales.
- k. The container shall not be used for commercial storage except as otherwise provided for in this section during construction activities.
- l. The container shall not be used for the storage of hazardous, flammable, explosive, or otherwise regulated materials.
- m. The container shall be maintained in a clean condition and free of graffiti and rust.
- n. The container shall be removed prior to expiration of the approved time period.
- o. No temporary use permit shall be issued for a lot more than once within any twelve-month period for the same lot, except in the case of documented casualty loss or emergency restoration.

(b) Shipping containers in commercial and industrial districts (CBD, GC, HWC, HCLI, HI, and MC):

- (1) Except as expressly authorized by this section, shipping containers shall not be permitted as a permanent principal use, accessory use, accessory building, storage structure, or temporary structure in the commercial and industrial districts.
- (2) Shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the shipping container(s) is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage.
- (3) Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e) and subject to all of the following requirements:

- a. The container(s) shall not exceed forty (40) feet in length.
- b. Multiple containers shall not be stacked.
- c. A container(s) may be used as temporary construction storage (equipment, tools, or construction materials) on an active construction site authorized by a valid permit through the period of permitted activities. Such containers shall be removed within fourteen (14) days following final inspection, issuance of a certificate of occupancy, or cessation of construction activity, whichever occurs first.
- d. The container(s) shall not be placed within any public street, alley, sidewalk, public easement, fire lane, required parking area, or required clear vision triangle.
- e. The container(s) shall be placed upon a properly graded and drained surface.
- f. The container(s) shall meet all other requirements for buildings, including setbacks, lot coverage, and building heights.
- g. The container shall not be used for sleeping purposes.

(c) Shipping containers in Open Space (OS) District:

- (1) Shipping containers in the OS District are allowed as accessory buildings associated with the permitted uses in the district; and
- (2) Shipping containers in the OS District are allowed only on City-owned property as part of municipal activities or with written permission by the City.

~~Sees. 24-73~~Secs. 24-74—24-79. - Reserved.

Sec. 24-80. – Permits required, is amended as follows (additions are underlined, and deletions are ~~stricken~~):

Sec. 24-80. - Permits required.

A permit shall be required for any clearing, grading, excavation, construction, reconstruction, non-minor change of occupancy or use, land development, re-development or building activity, except as specifically exempted by these regulations or per section 24-81 below. These regulations

include the following four kinds of permits, the procedures for administration of which are found in section 24-85 below:

- (a) A building permit, where compliance with zoning is assessed, shall be required for any new building activity listed as "permitted" in the various districts adopted by these regulations (see sections 24-15 through 24-39).
- (b) A conditional use permit shall be required for any land use or building activity listed as a "conditional use" in the various zoning districts (see sections 24-15 through 24-39).
- (c) A fence permit is required for installation of any new fence or modifications or substantial repairs to an existing fence.
- (d) A certificate of occupancy is required when a new building is completed.
- (e) A temporary use permit is required for placement and/or use of shipping containers and similar structures, buildings, or objects in any zoning district within the City limits, except as follows:
 - (1) The use is a recurring seasonal use that was previously established as demonstrated to the administrator, the temporary/seasonal use was in place for at least the prior two consecutive years, the use and object conformed to City codes, and the building for the use is to be in the same location as, and of the same use as previously established; and
 - (2) The building complies with all other requirements of these regulations.

Building permit applications are submitted with applications for the above permits when building codes apply to the development. Building permits are then processed by the Miles City building inspector in conjunction with zoning review by the administrator and, when applicable, the board of adjustment or city council. Sign permits are authorized under separate ordinance—see Appendix H of the International Building Code for sign regulations in Miles City.

Section 2. The Final Report of the Zoning Commission of the City of Miles City, prepared as part of the review of these amendments, and attached hereto as Exhibit “A,” is hereby adopted as Findings of Fact to support the Council’s decision.

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zoning amendments before the City Council at 6:00 P.M. on the 8th day of September, 2026, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk and/or zoning Administrator shall give notice of the date, time and place of such hearing in accordance with Sections 76-2-303 and 7-1-4127(7)(b), MCA, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana. Said notice shall include publication twice in the Miles City Star, with the first notice published at least 15 business days prior to the date of such hearing.

Section 5. This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance first read and put on its passage this 25th day of August, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 8th day of September, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. 1409

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO COMPLY WITH AND REFLECT STATE LAW, LEGISLATIVE CHANGES SINCE 2017, AND THE MILES CITY GROWTH POLICY 2025; AND PROVIDING FOR A HEARING THEREON.

WHEREAS, the Montana Legislature has passed a significant number of changes to state law and the municipal zoning statutes that require amendments to the City zoning code for the City of Miles City;

AND WHEREAS, City staff have identified administrative changes to include in the zoning code updates;

AND WHEREAS, City of Miles City staff have proposed various text amendments to the City zoning code to better reflect state law, legislative changes since 2017, and the Miles City Growth Policy 2025, and miscellaneous amendments to carry out the intent of the proposed provisions and improve City administration of the zoning code;

AND WHEREAS, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such zoning amendments be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such amendments;

AND WHEREAS, the Miles City Zoning Commission, on the 13th day of August, upon public hearing and deliberation, recommended to the City Council that such amendments be approved.

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

Section 1. The following provisions are amended as follows; no other existing language is changed other than depicted below:

Notes:

- A. Additions are underlined, and deletions are ~~stricken~~.
- B. Plain text of unaltered language and bold section titles are included for context and for navigating the proposed amendments.
- C. **Highlighting** is included for navigating the proposed amendments.
- D. Amendments proposed by Ordinance No. 1408(a) (the ‘shipping container’ ordinance as recommended by the Zoning Commission), which is in process at the same time of this

proposed ordinance, are also denoted below. Additions from that ordinance (as of 8-20-2026) within the sections to be changed by this ordinance **only** are double underlined, and deletions are ~~double stricken~~.

Sec. 24-4. Purposes of chapter.

The purposes of these regulations are to:

- (a) Promote the public health, safety, ~~morals~~ and general welfare of the community (MCA ~~76-2-304~~ 76-2-301 and 76-2-304(1)(b)(ii));

Sec. 24-14. Zoning upon annexation.

All territory which may hereafter be annexed into the City of Miles City shall be zoned at the time of annexation, through long-term zoning or interim zoning. ~~Prior to such annexation and zoning, the administrator shall have made a zoning recommendation to the zoning commission, and the zoning commission shall have made its investigation and shall make a recommendation and report to the city council on the question of zoning.~~ City council public hearings on the question of zoning, long-term or interim, shall be held in conjunction with the necessary annexation procedures to the extent possible.

Sec. 24-15. Residential ~~a~~A district (RA).

- (a) *Intent*. It is the intent of the RA district to provide for residential neighborhoods of single family dwellings, duplex housing, ~~and~~ multifamily dwellings up to four units, and complimentary uses.
- (b) *Allowed uses*. The permitted and conditional uses allowed in the RA district are shown in Table II.1. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.1: RA District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
<u>Accessory dwelling units – one per lot developed with a primary single-family dwelling</u>	<u>Day care centers in excess of 12<u>15</u> children</u>
<u>Two-family dwellings (also known as “duplex housing” or “duplexes”)</u>	Bed and breakfasts
Multifamily dwellings not in excess of four units	<u>Accessory dwelling units</u>
Schools	
Public parks, buildings, and playgrounds	

Religious institutions	
Home occupations with no more than one on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Home day cares up to 15 children	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the RA district are shown in Table II.2.

Table II.2: RA District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	The average size of the lots within the addition in which the lot is located
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet
	Corner lots—10 feet for side yard adjacent to street
Minimum rear yard setback	10 feet for backyards not abutting an alleyway
	7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley 10 feet for lots abutting an alleyway with garage doors parallel to alley.
Maximum lot coverage	45%
Maximum building height	Primary buildings and accessory dwelling units—35 feet

	Other Accessory buildings—24 feet
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Sec. 24-16. Residential B district (RB).

- (a) *Intent.* It is the intent of the RB district to provide for residential neighborhoods of single family dwellings, duplex housing, and multifamily dwellings up to eight units, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the RB district are shown in Table II.3. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.3: RB District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Accessory dwelling units – one per lot developed with a primary single-family dwelling	Day care centers in excess of 1215 children
Two-family dwellings (also known as “duplex housing” or “duplexes”)	Bed and breakfasts
Multifamily dwellings not in excess of eight units	Home occupations with up to two on site employees (in addition to the homeowner or renter)
Schools	Accessory dwelling units
Public parks, buildings, and playgrounds	Bed and breakfast
Religious institutions	
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Home day cares up to 1215 children	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and	

amateur radio antennae in compliance with section 24-70(c)	
Minor utility installations	

(c) *District regulations.* Specifications for the RB district are shown in Table II.4.

Table II.4: RB District Specifications

Regulations	Specifications
Minimum lot width	50 feet
	Multifamily dwellings in excess of four units—75 feet
Minimum lot size	5,500 square feet Single family homes up to multifamily dwellings not in excess of four units—the average size of the lots within the addition in which the lot is located
	Multifamily dwellings in excess of four units—8,000 square feet
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet
	Corner lots—10 feet for side yard adjacent to street
	Multifamily dwellings in excess of four units—10 feet
Minimum rear yard setback	15 feet Single family homes up to multifamily dwellings not in excess of four units—10 feet for backyards not abutting an alleyway
	7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley
	10 feet for lots abutting an alleyway with garage doors parallel to alley.
	Multifamily dwellings in excess of four units—20 feet
Maximum lot coverage	60%
Maximum building height	Primary buildings and accessory dwelling units—40 feet
	Other Accessory buildings—24 feet

Sec. 24-17. Residential C district (RC).

- (a) *Intent.* It is the intent of the RC district to provide for multifamily residential uses, three or more units per building; particularly those in excess of eight unit, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the RC district are shown in Table II.5. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.5: RC District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Multifamily dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Public parks, buildings, and playgrounds	Home occupations with up to two on site employees (in addition to a homeowner or renter)
Religious Institutions	Bed and breakfasts
Home day cares up to 15 children	Day care centers in excess of 15 children
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

- (c) *District regulations.* Specifications for the RC district are shown in Table II.6.

Table II.6: RC District Specifications

Regulations	Specifications
Minimum lot width	50 feet

	Multifamily dwellings four <u>three to eight units—75 feet</u>
	Multifamily dwellings in excess of eight units—100 feet
Minimum lot size	5,500 square feet <u>Multifamily dwellings of three units—the average size of the lots within the addition in which the lot is located</u>
	Multifamily dwellings four to eight units—8,000 square feet
	Multifamily dwellings in excess of eight units—10,000 square feet
Minimum front yard setback	20 feet
	Multifamily dwellings in excess of eight units—25 feet
Minimum side yard setback	5 feet
	Multifamily dwellings in excess of eight units—10 feet
Minimum rear yard setback	15 feet <u>Multifamily dwellings not in excess of eight units:</u>
	<u>10 feet for backyards not abutting an alleyway</u>
	<u>7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley</u>
	<u>10 feet for lots abutting an alleyway with garage doors parallel to alley.</u>
	Multifamily dwellings in excess of eight units—20 feet
Maximum lot coverage	70%
Maximum building height	60 feet

Sec. 24-18. Semi-rural district (SR).

- (a) *Intent.* It is the intent of the SR district to provide for low density residential uses where small scale agricultural ~~practices~~ growing of crops may occur.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the SR district are shown in Table II.7. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.7: SR District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
<u>Accessory dwelling units – one per lot developed with a primary single-family dwelling</u>	Home occupations with up to four on site employees (in addition to a homeowner or renter)
<u>Two-family dwellings (also known as “duplex housing” or “duplexes”)</u>	<u>Bed and breakfasts</u>
Mobile homes	Wireless communication facilities
Public parks	<u>Day care centers in excess of 15 children</u>
Religious institutions	
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Home day cares and day care centers	
<u>Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)</u>	
Animal rescue shelters (up to 8 animals)	
Growing of crops	
<u>Home day cares up to 15 children</u>	
<u>Stables</u>	
<u>Grazing</u>	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the SR district are shown in Table II.8.

Table II.8: SR District Specifications

Regulations	Specifications
Minimum lot width	100 feet
Minimum lot size	20,000 square feet
Minimum front yard setback	20 feet
Minimum side yard setback	10 feet
Minimum rear yard setback	20 feet
Maximum lot coverage	45%
Maximum building height	Primary buildings and accessory dwelling units—35 feet
	Other Accessory buildings—24 feet

Sec. 24-19. Mobile home residential district (MH-A).

- (a) *Intent.* It is the intent of the MH-A district to provide for residential neighborhoods of mobile homes, single family dwellings, duplex housing, and multifamily dwellings up to four units, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the MH-A district are shown in Table II.9. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.9: MH-A District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Mobile homes	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Single-family dwellings	Day care centers in excess of 1215 children
Accessory dwelling units – one per lot developed with a primary single-family dwelling	Home occupations with up to two on site employees (in addition to a homeowner or renter)
Two-family dwellings (also known as “duplex housing” or “duplexes”)	Bed and Breakfasts
Multifamily dwellings not in excess of four units	Accessory dwelling units
Schools	
Public parks, buildings, and playgrounds	
Religious institutions	

Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Home day cares up to 42 15 children	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	
One recreational vehicle per lot as a principal use in accordance with Sec. 24-62(c)	

(c) *District regulations.* Specifications for the MH-A district are shown in Table II.10.

Table II.10: MH-A District Specifications

Regulations	Specifications
Minimum lot width	40 feet
Minimum lot size	4,800 square feet The average size of the lots within the addition in which the lot is located
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet Corner lots—10 feet for side yard adjacent to street
Minimum rear yard setback	15 feet 10 feet for backyards not abutting an alleyway 7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley 10 feet for lots abutting an alleyway with garage doors parallel to alley.

Maximum lot coverage	50%
Maximum building height	Primary buildings and accessory dwelling units—35 feet
	Other Accessory buildings—24 feet
Skirting	Within 60 days siting, a mobile home shall be skirted with material similar to its siding material or better.

Sec. 24-20. Mobile Home—RV Park district (MH-RV).

- (a) *Intent.* It is the intent of the MH-RV district to provide for a mobile home parks to be developed for residential use and recreational vehicle parks for transient recreational use. Such developments shall comply with the Montana Subdivision and Platting Act and Miles City subdivision regulations.

Sec. 24-22. General commercial district (GC).

- (c) *District regulations.* Specifications for the GC district are shown in Table II.16.

Table II.16: GC District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	15 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—5 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—15 feet
Maximum lot coverage	80%
Maximum building height	Primary building—40 feet
	Accessory buildings—24 feet

Sec. 24-23. Highway commercial district (HWC).

- (a) *Intent.* It is the intent of the HWC district to provide for commercial oriented uses around highways and arterials that rely on convenient automobile access. Examples of highway oriented businesses include overnight accommodations, casinos, gas stations, eating and drinking establishments, hardware stores, grocery stores, vehicle and equipment sales, and retail.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the HWC district are shown in Table II.17. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.17: HWC District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Highway oriented commercial uses up to 30,000 square feet	Highway oriented commercial uses in excess of 30,000 square feet
<u>Multifamily dwellings and mixed-use developments that include multiple-unit dwellings containing five or more dwelling units in a building on a parcel or lot that has a will-serve letter from both municipal water and sewer systems</u>	Wholesale
Accessory uses associated with primary use	Wireless communication facilities
<u>Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)</u>	Day care centers
Schools	Medical marijuana providers
Public parks, buildings, and playgrounds	
Religious institutions	
Animal rescue shelters	
Recreational vehicle parks	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and	

amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the HWC district are shown in Table II.18.

Table II.18: HWC District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—5 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—15 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-24. Heavy commercial/light industrial district (HCLI).

(c) *District regulations.* Specifications for the HCLI district are shown in Table II.20.

Table II.20: HCLI District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet

Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—50 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—50 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-25. Heavy industrial district (HI).

(c) *District regulations.* Specifications for the HI district are shown in Table II.22.

Table II.22: HI District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—100 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—100 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-26. Open space district (OS).

- (a) *Intent.* It is the intent of the OS district to provide land without physical structures and buildings except where accessory to the provision of open space and recreational opportunities.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the OS district are shown in Table II.23. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.23: OS District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Public parks	None
Accessory buildings and signs	
Non-motorized trails and trails for small-scale electric vehicles	
Sports facilities	
Easements for public utilities	
Cemeteries	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

Sec. 24-49. Landscaping requirements.

- (b) *Scope.*
- (1) *Applicability.* All new land uses, redevelopment projects, and expanded land uses listed below require installation and maintenance of landscaped areas on the lot in compliance with this section, except as provided in subsection (2) below.
- All commercial and industrial uses, including offices.
 - Day care centers in excess of 12-15 children.

Sec. 24-50. Off-street parking and loading.

Unless otherwise indicated in these regulations, all new developments shall provide off-street parking and loading areas in compliance with the following standards for off-street parking and loading areas. Driveways must adhere to Americans with Disabilities Act standards as applicable. The required number of disabled parking spaces with the required dimensions shall be provided pursuant to federal law.

- (a) *Purpose.* These standards are intended to prevent traffic congestion by requiring provision of adequate off-street parking and loading areas.
- (b) *Off-street parking required.* Except as follows and as indicated in (f), (g), (h), and (i) below, all uses and buildings shall provide at least the minimum number of off-street parking spaces required by Table III.2.

No minimum number of off-street parking spaces are required for:

- (1) existing buildings, including vacant buildings, undergoing a change of use;
- (2) accessory dwelling units as defined by Sec. 24-65 and Sec. 24-201 of these regulations;
- (2) child-care facilities licensed or registered by the department of public health and human services;
- (3) deed-restricted affordable housing; or
- (4) assisted living facilities.

Projects may be required to provide accessible parking spaces as required by the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. 12101, et seq. The administrator is not required to enforce the ADA requirements.

Off street parking for different uses in the same building shall be calculated separately. Parking areas shall have properly graded and drained surfaces. Each standard off-street parking space shall be located outside any public right-of-way, be designed at least nine feet by 20 feet in size with vertical clearance of seven feet, for parking of typical passenger vehicles with room to get out on either side of the vehicle, with adequate maneuvering space and accessible to public streets or alleys.

Nothing in this section restricts a property owner, developer, or builder from providing more parking spaces than the minimum number of parking spaces required by these regulations.

- (c) *Off-street parking requirements for uses not listed.* The classification of uses and the off-street parking requirements for uses not listed in Table III.2 shall be determined by the administrator based on:
- (1) The most similar land use listed in Table III.2; and
 - (2) Published sources of parking information such as those produced by the Institute of Transportation Engineers, the American Planning Association or the International Building Code.
- (d) *Location of off-street parking.* Required off-street parking spaces shall be within 600 feet of a main entrance of the use or building served, except for spaces serving a dwelling, which shall be within 200 feet of the main entrance of the dwelling unit served.
- (e) *Control of parking.* Off-street parking shall generally be provided on the same lot or parcel, and under the same ownership as the use it serves, but two or more uses may share parking where:

- (1) The total number of spaces provided meets the minimum standards for the number of spaces required for all buildings or uses served, and
- (2) A contract providing for shared parking for a period of at least 20 years is executed before approval of a permit and recorded before issuance of a certificate of occupancy.

In such cases, the required off-street parking may be located on the lot or parcel serving one of the uses.

- (f) *Exception: Commercial parking requirements in the central business district.* In the CBD commercial enterprises are granted a 100 percent reduction in off-street parking spaces required in Table III.2. This exceptions does not apply to residential uses in the CBD, which shall meet the full parking space requirements in Table III.2.
- (g) *Exception: Commercial parking requirements in the general commercial district.* In the GC district commercial enterprises are granted a 40 percent reduction in off-street parking spaces required in Table III.2. Additionally, the administrator may grant commercial enterprises up to a 60 percent reduction in off-street parking spaces required in Table III.2, provided the applicant demonstrates sufficient on-street and/or shared parking is available to meet the demand of the particular use. These exceptions do not apply to residential uses in the GC district, which shall meet the full parking space requirements in Table III.2.
- (h) *Exception: Commercial parking requirements in residential districts.* In all residential districts, commercial enterprises, permitted through the issuance of a conditional use permit, are granted a 20 percent reduction in off-street parking spaces required in Table III.2. Additionally, the administrator may grant commercial enterprises up to a 40 percent reduction in off-street parking spaces required in Table III.2, provided the applicant demonstrates sufficient on-street and/or shared parking is available to meet the demand of the particular use. These exceptions do not apply to residential uses, day care centers, or bed and breakfasts in residential districts, which shall meet the full parking space requirements in Table III.2.
- (i) *Exception: Reduction in shared off-street parking spaces.* The administrator may authorize the joint use of parking facilities under the following circumstances:
 - (1) When at least 50 percent of the parking spaces required by this section are for primarily "night-time" uses such as theatres, bowling alleys, bars and related uses, and the parking spaces to serve those uses are provided by "day-time" uses such as banks, offices, furniture stores, manufacturing, large-scale retail, wholesale and related uses;
 - (2) When at least 50 percent of the parking spaces required by this section for primarily "day-time" uses may be supplied primarily by "night-time" uses;
 - (3) When at least 60 percent of the parking spaces required by this section for a religious institution, an auditorium incidental to a school, or a similar use, may be supplied by the off-street parking facilities provided by uses primarily of a "day-time" or complimentary nature;

- (4) The joint parking facility shall be located within 600 of a main entrance of the use or building served, except for spaces serving a dwelling, which shall be within 200 feet of the main entrance of the dwelling unit served;
 - (5) The applicant for the joint use parking facility shall show there is no substantial conflict in the principal operating hours of the buildings or uses for which joint use of the off-street parking facilities is proposed;
 - (6) A contract providing for shared parking for a period of at least 20 years is executed before approval of a permit and recorded before issuance of a certificate of occupancy.
- (j) *Passenger loading areas.* Schools, community residential facilities, places for public assembly and similar uses located on arterial roads shall provide at least one safe, properly signed off-street passenger loading area.
 - (k) *Freight loading areas.* Commercial and industrial buildings and uses shall provide one safe, properly signed off-street freight loading area for each 10,000 square feet of gross floor and/or outdoor storage area, except in the CBD, where reliance on on-street or alley loading areas may be permitted. Off-street freight loading areas shall be on the same lot or parcel and under the same ownership as the building or use they serve, be designed to accommodate the largest vehicle that may reasonably be anticipated, and have the following minimum dimensions:
 - (1) Vertical clearance: 14 feet;
 - (2) Width: 12 feet; and
 - (3) Depth or length: 35 feet. No vehicle parked in an off-street freight loading area shall extend into a public right-of-way.
 - (l) *Driveways.* Properly graded and drained driveways shall be provided for safe access to off-street parking and loading areas, including the off-street parking for single family dwellings.
 - (1) No parking or loading area shall create a situation in which vehicles are required to back onto a public street. Parking areas for single family dwellings with access to minor and collector streets are exempt from this requirement.
 - (2) Continuous curb cuts shall be prohibited. All access to public streets shall be via driveways that comply with these standards.
 - (3) Driveways accessing an arterial shall be at least 200 feet from any other point of access (other driveways or intersections).
 - (4) Driveways to roads intersecting an arterial shall be located at least 150 feet from the arterial or, where that distance cannot be attained, at the property line most distant from the arterial.
 - (5) Driveway clear vision triangles shall be provided on both sides of driveways pursuant to section 24-48. See section 24-48 and figure III.C.

- (m) *Circulation in off-street parking areas.* The pattern of circulation within parking areas shall be designed to provide safe and efficient access to individual parking spaces, protect pedestrians moving through the parking area, and facilitate safe access to public streets.

(1) Minimum aisle widths shall be:

- a. 90° parking: 24 feet for two-way circulation;
- b. 60° angle parking: 18 feet for one-way circulation; 22 feet for two-way circulation; and
- c. 45° angle parking: 15 feet for one-way circulation; 20 feet for two-way circulation.

TABLE III.2: OFF-STREET PARKING REQUIREMENTS BASED ON USES

Use	Required Parking
Single-family dwellings	2-1 per DU* 1,200 sf or larger 0.5 per DU under 1,200 sf**
Two-family dwellings	1 per DU 1,200 sf or larger 0.5 per DU under 1,200 sf**
Multi-family dwellings	1.5-1 per DU 1,200 sf or larger 0.5 per DU under 1,200 sf**
Dwelling units exclusively for seniors age 65+ and individuals with a disability	1 per 3 DU
Bed and breakfasts	2-1 for the residents and 1 per guest room
Community residential facilities	1 per employee on maximum shift and 1 per 5 residents and 1 per vehicle operated by the facility
Retirement homes	1 per employee on maximum shift and 1 per 3 DU
Convalescent homes, nursing homes, rest homes	1 per employee on maximum shift and 1 per 6 beds
Day care centers	1 per employee on maximum shift and 1 pick up/drop off space and 1 per 10 children
Home day care	Same as residential requirements
Full service restaurants, taverns, and bars	1 per 100 sf*** of floor area for the first 3,000 sf with 6 spaces minimum and 1 for each additional 300 sf of floor area

Drive through restaurants	1 per 150 sf of floor area, minimum of 6 spaces
Libraries/Museums/Art galleries	1 per 500 sf of floor area
Schools—Elementary and junior high school	1 per employee
Schools—High school	1 per employee and 1 per 5 students
Schools—Trade school and community college	1 per employee and 1 per 3 students
Fraternal/Civic organizations/Clubs/Lodges	1 per 250 sf of floor area and 1 per 4 employees
Religious institutions/theaters/auditoriums/places of assembly	1 per 4 seats
Hospitals	1 per employee and 1 per 4 beds
Medical and dental clinics	1 per employee and 1 per 250 sf of floor area
Professional offices not providing on-site customer service	1 per employee
Banks, financial institutions and professional offices providing on-site customer service	1 per 500 sf of floor area, minimum of 5 spaces
Bowling alley	2 per lane
Fitness, recreational sports, gym	3 per 1,000 sf of floor area
Go cart, driving range, shooting range, and similar use requiring large, uninhabited areas	1 per each unit of activity (each go cart, tee box, firing position, etc.)
Utilities	One per employee on maximum shift and 2 additional spaces
Manufacturing, production, and fabrication, processing, assembly	One per employee on maximum shift and 3 additional spaces
Auto wrecking yard	11 for sites up to 10 acres and 1 for each additional acre up to 25 acres
Recycling center	1 per employee on maximum shift
Grocery and general merchandise stores	4 per 1,000 sf of floor area
Animal shelter and boarding	1 per 1,000 sf of floor area
Laundromat	1 per 4 machines
Storage facilities	1 space per employee on maximum shift and 1 space for every 50 storage units.

Vehicle sales	1 per employee on maximum shift and 1 per 1,000 sf of floor area
Furniture, appliance and other large item retail	1 per 1,000 sf of floor area
Automotive services	1 per employee on maximum shift and 2 for each service bay
Convenience store	3 per 1,000 sf of floor area
Gasoline sales	1 per 400 sf of floor area
Salons, barber shops, and spas	6 per 1,000 sf of floor area
Beverage retail stores	3 per 1,000 sf of floor area
Equipment sales and rental	1 per employee on maximum shift and 1 per 1,000 sf of floor area
Hardware stores	4 per 1,000 sf of floor area
Warehousing, wholesale, and freight terminals	1 per 2,000 sf of floor area
Car wash	1 per cleaning bay
Retail stores or services businesses not otherwise named.	One per 500 sf of floor area.

*DU = Dwelling unit

**** No more than one-half parking space will be required for each residential unit under 1,200 square feet; one residential dwelling unit under 1,200 square feet as a stand-alone use requires zero (0) off-street parking spaces, while 10 such dwelling units would require 5 off-street parking spaces, and 5 such dwelling units would require 2 off-street parking spaces.**

*****sq sf = square feet**

Secs. 24-51—24-59 24-58. Reserved.

[Sec. 24-59 below is language relocated from Sec. 24-72]

Sec. 24-59. Administration of zoning in cases of multiple lots.

- (a) When a property proposed for use or development is or may be comprised of more than one lot or tract of record, the owner(s) may be required to aggregate lots or otherwise modify the tracts of record and/or boundaries to achieve zoning compliance.
- (b) The city may administer the zoning code in a manner that provides for multiple lots or tracts of record to be considered one tract of record for zoning purposes if (1) the lots are taxed as a single property, (2) the proposed development would preclude the transfer of the individual lots/tracts separately, or (3) through agreement with the Zoning Administrator

that the lots/tracts will not be transferred separately to result in non-conformance with the zoning code.

Sec. 24-63. Accessory buildings.

(Also see accessory dwelling units, section 24-65 and shipping containers, section 24-73)

Accessory buildings are allowed in all zoning districts subject to permitting requirements except as exempted under section 24-81 and the following standards:

- (a) No accessory building shall be located within five feet of any principal residential building, or have a height over 24' as measured from the highest peak of the building. This height limitation does not apply to accessory dwelling units, which are subject to the same height limitations as those for primary buildings.
- (b) On residential lots, accessory buildings may be located in rear yards, but not in the required rear yard setback. See Figure III.A, setbacks and yards.
- (c) No accessory building shall be located in any required side or front yard in residential districts, with the following exceptions: Storm shelters, fallout shelters and similar shelters to protect human life during periods of danger may be constructed in the required front or side yard, but no part of the building may protrude above the average grade of the lot. In addition, such buildings with impervious surfaces shall be calculated against the permitted lot coverage.
- (d) In non-residential districts, with the exception of the CBD, accessory structures may be located in any yard, but not required yards.
- (e) For those uses listed as a conditional use, the addition of accessory buildings that expand a conditional use beyond what may have been reviewed under a conditional use permit process require review as a conditional use.
- (f) For nonconforming uses, the addition of accessory buildings that expand the nonconformity shall not be permitted without approval of a variance. For purposes of this requirement, nonconformity is increased if any portion of a required yard would be diminished by the proposed activity.
- (g) For regulations on shipping containers as defined by Sec. 24-201, similar buildings/structures, and temporary buildings that fall under the definition of shipping containers, see Sec. 24-73.

Sec. 24-65. Accessory dwelling units.

- (a) *Purpose.* The purposes of these performance standards is to allow efficient use of the existing housing stock and infrastructure, provide housing options that respond to changing household sizes and needs, provide a means for residents—particularly seniors, single parents and empty nesters—to remain in their homes and neighborhoods, obtain extra income, security, companionship and assistance, and to provide a broader range of affordable housing options. provisions are to comply with MCA 76-2-345, promote housing availability, and provide for security in certain industrial areas.

(b) *Applicability.* The following are considered accessory dwelling units or uses:

- (1) A single dwelling unit occupied by the owner, a manager, or a guard is a customary accessory use on commercial and industrial properties in the HCLI and HI districts.
- (2) An accessory apartment (an attached, single, functionally separate dwelling unit) is a customary accessory use in all buildings that are primary single family dwellings.
- (3) A detached accessory dwelling unit (a single, fully functional dwelling unit physically separated from the primary dwelling on a lot), including an apartment above a garage, is a customary accessory residential use in the RA, RB, RC, and SR, and MH-A districts.
- (4) One attached or detached accessory dwelling unit is a customary accessory use on a lot or parcel in any zoning district that contains a primary single-family dwelling.

(c) *Specification standards.*

- (1) Only one accessory dwelling is permitted per lot;
- (2) Except for an accessory dwelling provided for a manager or guard on a commercial or industrial property in the HCLI or HI districts, accessory dwelling units are only allowed on lots developed with single family residences.
- (3) An accessory dwelling shall not contain more than two bedrooms (rooms used primarily for sleeping purposes); For a building to qualify as an accessory dwelling unit to a single-family dwelling unit under the provisions of this section, whether detached from or attached to the single-family dwelling, it may not be more than 75% of the gross floor area of the single-family dwelling or 1,000 square feet, whichever is less; for purposes of this requirement, "gross floor area" means the interior habitable area of a single-family dwelling or an accessory dwelling unit;
- (4) In the residential districts, the lot must meet the minimum size requirement of the district; Other dwelling units that do not comply with the size limitations stated above shall be deemed single-family dwelling units or other defined use(s) as outlined by these regulations;
- (5) The ground floor area of the accessory unit shall not exceed 50 percent of the ground floor area of the principal dwelling or structure;
- (6) An accessory dwelling shall not exceed the district's maximum height limitation for accessory primary buildings;
- (7) The accessory dwelling shall have a roof pitch, siding, trim and window proportions similar to that of the principal dwelling or structure to the extent feasible, as determined by the administrator;
- (8) (6) The accessory dwelling shall comply with all other standards for principal dwellings or structures such as setbacks, lot coverage and height;
- (9) The accessory dwelling unit shall not require a separate access approach to the adjacent public street, with the exceptions that the alley may serve the accessory dwelling and existing driveway approaches may serve the accessory dwelling unit;

~~(10) At least one off-street parking space must be provided for an accessory dwelling unit; and~~

~~(11)-(7) Approval from the Montana Department of Environmental Quality may be required prior to issuance of a permit; and~~

~~(8) The city may not assess impact fees on the construction of an accessory dwelling unit.~~

- (d) *Renting an accessory dwelling unit.* Renting of either a primary or accessory dwelling is allowed.
- (e) *Tiny homes.* All tiny homes must comply with regulations set forth in state and local building regulations. See International Residential Code Appendix Q. No more than two tiny homes per RA zoned lot shall be allowed, with one being accessory dwelling unit. To qualify as a tiny home square footage must be between 320 and 600 square feet. State of Montana RVIA-certified built structures shall be deemed compliant.

Sec. 24-67. Multiple-family dwellings, two-family dwellings, townhouses and townhomes.

Multiple-family dwellings, ~~two-family dwellings (duplexes), townhouses and townhomes~~ are subject to all applicable regulations of the Miles City Codes except as modified or supplemented by these standards. These standards apply to multiple-family and two-family dwelling structures, including apartments, condominiums and retirement homes that contain more than two living units. ~~They also apply to townhouse structures, and when a single parcel contains either multiple two-family dwellings or a combination of multifamily dwellings and two-family dwellings.~~

- (a) *Pedestrian access.* Such developments must provide a system of walkways connecting each dwelling to the following when applicable: adjacent public sidewalks, on-site parking lots or parking structures, other on-site multiple-family dwelling buildings, garages, disposal and recycling containers, mail boxes, recreation areas and storage areas.
- (b) *Parking and vehicle access.*
 - (1) Off-street parking shall be provided in compliance with section 24-50.
 - (2) No more than 30 percent of the parking area may be located between the principal building and the front street.
 - ~~(3) Parking may not be located within any required side setback area.~~
 - ~~(4)~~ Access and access routes meeting the requirements of the Miles City Fire Department may be required to ensure residents have adequate means of escape in the event of an emergency and that the fire department has sufficient access.
- (c) *Design features.* The developer shall provide at least ~~three~~ two of the following (at the developer's discretion):
 - (1) Modulated building wall planes on the front façade through the use of projections, recesses and offset planes with a minimum depth of two feet;
 - (2) Balconies or bay windows on the front building facade;
 - (3) Varied rooflines;
 - (4) Visual diversity on all building façades by varying materials, texture, or color; and

- (5) Windows or glazed area equal to at least 15 percent of the combined total of all the building façades.
- (d) *Utilities*. Each unit shall be provided with separate utility connections and meters.
- (e) ~~*Townhouses and townhomes unit access*. Each unit of townhouse/townhome developments shall be provided with at least two separate and private outdoor access doors.~~
- (f) ~~*Landscaping*. For multifamily dwellings in excess of eight units, Landscaping landscaping shall be installed in accordance with section 24-49.~~

Sec. 24-71. Medical marijuana.

The following requirements apply to medical marijuana providers.

- (a) Medical marijuana providers shall not display, in an open or visible manner to the general public, any medical marijuana plant, marijuana infused product, or any depictions, caricatures, or other artistic renditions of a marijuana plant, leaf, bud or parts in a manner visible from the exterior of the establishment, structure or building in which the provider does business.
- (b) Medical marijuana providers shall not be located within 1,000 feet of a public or private school, park, playground or a religious institution. This measurement shall be a horizontal distance from the tract of record containing the school, park, playground, or religious institution to the tract of record containing the proposed medical marijuana provider.

Sec. 24-72. Administration of zoning in cases of multiple lots.

- (a) ~~When a property proposed for use or development is or may be comprised of more than one lot or tract of record, the owner(s) may be required to aggregate lots or otherwise modify the tracts of record and/or boundaries to achieve zoning compliance.~~
- (b) ~~The city may administer the zoning code in a manner that provides for multiple lots or tracts of record to be considered one tract of record for zoning purposes if (1) the lots are taxed as a single property, (2) the proposed development would preclude the transfer of the individual lots/tracts separately, or (3) through agreement with the Zoning Administrator that the lots/tracts will not be transferred separately to result in non-conformance with the zoning code.~~

(Ord. No. 1387, § 1, 1-14-25)

[section relocated to 24-59]

Secs. 24-73-24-72 —24-79. Reserved.

Sec. 24-86. Interpretation of use.

It is the intent of this section to group similar or compatible land uses into specific zoning districts, either as permitted or conditional uses. Evaluation of uses shall be as follows:

- (a) The administrator shall determine if a use not listed is materially similar to a permitted or conditional use listed in the applicable district. Interpretations may be appealed to

the board of adjustment per section 24-93. In interpreting a use and in determining whether a use violates these regulations, any ambiguity or uncertainty in the zoning regulations as to whether the use is in violation must be interpreted in favor of the use in question.

Sec. 24-88. Application of zoning regulations to state and local government agencies. (MCA 76-2-402)

For purposes of this section, an "agency" means a board, bureau, commission, department, district, an authority, or other entity of state or local government, including but not limited to the City of Miles City, its city council, and city departments.

- (a) If an agency proposes to develop or use public land contrary to these zoning regulations, the agency shall first notify the ~~board of adjustment~~ city council of its intent to develop land contrary to these zoning regulations.
- (b) Whenever an agency proposes to use land contrary to these zoning regulations, a public hearing shall be held by the ~~board of adjustment~~ city council, and the agency shall attend the hearing.
- (c) The administrator shall give notice of the public hearing in accordance with section 24-97.
- (d) The board of adjustment shall hold a public hearing within 30 days of the date the agency gives notice to the ~~board of adjustment~~ city council of its intent to develop or use land contrary to these zoning regulations.
- (e) The ~~board of adjustment~~ city council shall have no power to deny the proposed use but shall ~~act only to~~ allow a public forum for comment on the proposed use.

Sec. 24-89. Nonconforming uses.

Except as may be allowed by variance, the following apply to lawful nonconforming uses and structures existing at the time of the adoption of this chapter and/or effectiveness of a provision of these regulations:

- (a) The nonconforming use of a building or premises may be continued, but the degree of nonconformity shall not be expanded.
- (b) There shall be no limit on the maintenance and repairs of nonconforming uses or buildings, provided all such activities comply with applicable fire and building codes.
- (c) No building which has been damaged by fire or other catastrophic event to the extent of more than 50 percent of its assessed value exclusive of foundations shall be repaired or rebuilt except in conformity with these regulations.
- (d) Any nonconforming use abandoned for more than 12 months shall be terminated. Abandonment shall not be measured by the owner's intent, but solely by the fact that use ceases for a period of 12 or more months.
- (e) Temporary nonconforming uses or structures shall not be made permanent without full compliance with these regulations. For example, a building of a temporary character or low-grade construction in a location that does not comply with a setback requirement

may not be enhanced with permanent construction features that would make it a permanent structure.

- (f) Natural expansion clause: Nonconforming uses are not defined or limited by the number of employees, business revenue, transaction volume, or similar measures of operational intensity. Rather, changes in those measures that reflect the natural growth or ordinary expansion of a lawful nonconforming use are intended to be permitted, provided the character of the use itself does not change.
- (e) Any ambiguity or uncertainty in these regulations as to whether a nonconforming use is allowed or whether the use was allowed when it was commenced must be interpreted in favor of the use in question.

Sec. 24-96. Zone changes and zoning amendments.

(b) Amendment process.

- (11) If approved or approved with modifications, the city council shall pass an ordinance or resolution effectuating the amendment to the zoning map or regulations, as applicable.
 - a. Per MCA 76-2-303(2)(b), if a zone map boundary only is proposed to be amended, supplemented, changed, modified, or repealed, the city council shall adopt the boundary change by resolution. The adoption of the zoning district map boundary/zone change by resolution is effective immediately.
 - b. Zoning ordinances, except interim zoning ordinances, passed by the council shall not become effective until 30 days after its final passage and adoption, or such later effective date as may be set forth in the ordinance. Interim zoning ordinances may become effective immediately.
- (12) An amendment to the zoning may not become effective except upon favorable vote of two thirds of the present and voting members of the city council if a protest against a change is signed by the owners of 25 percent or more of:
 - a. The area of the lots included in the proposed change; or
 - b. Those lots or units, as defined in MCA 70-23-102, 150 feet from a lot included in a proposed change. For purposes of this protest provision, each unit owner is entitled to have the percentage of the unit owner's undivided interest in the common elements of the condominium, as expressed in the declaration, included in the calculation of the protest. If the property, as defined in MCA 70-23-102, spans more than one lot, the percentage of the unit owner's undivided interest in the common elements must be multiplied by the total number of lots upon which the property is located. The percentage of the unit owner's undivided interest must be certified as correct by the unit owner seeking to protest or by the presiding officer of the association of unit owners.
- (13) At the conclusion of the amendment process, the administrator shall notify the applicant of the city council decision within ten days.

Sec. 24-97. Public hearing notices.

- (a) All required public hearing notices shall provide the following information:
- (1) Name of the applicant and the landowner (if different);
 - (2) Legal description of the site and its address or another general description by which the public can locate it;
 - (3) Present land use at the site, if the application is site-specific;
 - (4) The proposed use, if known;
 - (5) That a public hearing is to be held to accept public comment and what board or body will conduct a public hearing;
 - (6) The date, time and place of the hearing; ~~and~~
 - (7) A brief statement of the action to be taken; and
 - (8) Where applications are available for review, or who to contact for the same. The address and telephone number of the person who may be contacted for further information on the action to be taken.
- (b) Notice of the hearing shall be provided as follows:
- (1) By ~~certified~~ first class mail, at least 15 calendar days before the hearing, to the applicant, landowner, and all adjoining property owners and owners of land within 150 feet of the subject property. For zone changes and zoning amendments, which have had the zoning commission's public hearing noticed by ~~certified~~ mail, the mail notice of the city council's public hearing may be done by first class mail seven calendar days before the hearing instead of ~~certified~~ mail and 15 calendar days before;
 - (2) By newspaper publication, at least calendar 15 days before the hearing, one legal notice in the official newspaper notice must be published twice, with the first notice published at least 15 business days before the hearing;
 - (3) When a zoning amendment is not specific to a subject property and is an amendment to the text or a zoning amendment or update to the map and/or regulations initiated by the City of Miles City staff, zoning commission, or other city official, the mailing notice requirement of (1) above does not apply;
 - (4) All notices shall comply with (a) above.

Sec. 24-98. Violations/enforcement.

- (a) *Violations.* Any person, partnership, association, company, corporation or individual who violates, disobeys, omits, neglects or refuses to comply with the provisions of these regulations shall be deemed guilty of a misdemeanor offense, and upon conviction thereof, shall be punished as prescribed below. Each day a violation of these regulations remains after notice to the offending party, as described below, shall constitute a separate misdemeanor offense. A person violates these regulations whenever he or she:
- (1) Proceeds with an activity for which a permit is required by these regulations without having obtained a permit;

- (2) Makes any misrepresentation in any application for a permit required by these regulations;
- (3) Fails to fulfill any condition imposed on the approval of a permit;
- (4) Fails to maintain any improvement required for compliance with these regulations or any permit granted under these regulations;
- (5) Engages in the development of land in any way not consistent with the requirements of these regulations;
- (6) Obscures, obstructs, removes or destroys any notice required to be posted or otherwise given under the terms of these regulations;
- (7) Fails to comply with any lawful order issued under the authority of these regulations; or
- (8) Disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of these regulations.

In interpreting a use and in determining whether a use violates these regulations, any ambiguity or uncertainty in the zoning regulations as to whether the use is in violation must be interpreted in favor of the use in question.

Sec. 24-201. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning. The word "building" includes the word "structure," and the word "lot" includes the words "plot," "parcel" and "tract;" the word "signature" includes the word "mark" when the person cannot write. The word "shall" is mandatory; the word "may" is permissive.

Accessory building: A subordinate building or portion of the main building which is located on the lot occupied by the main building, and the use of which is clearly incidental to the use of the main building.

Accessory dwelling unit: For purposes of accessory dwelling units in residential districts or on other lots developed with a single-family dwelling, an accessory dwelling unit is a self-contained living unit on the same parcel as a single-family dwelling of greater square footage that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to MCA Title 50, chapter 2. For purposes of accessory dwelling units in the HCLI and HI districts, an accessory dwelling unit is a self-contained living unit on the same parcel as a permitted, primary use, and that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to MCA Title 50, chapter 2. All accessory dwelling units are a form of accessory building.

Accessory use: A use occurring on the same lot either in the same building or in a separate accessory structure which is clearly incidental to the primary allowed use.

Duplex housing: A parcel or lot with two dwelling units that are designed for residential occupancy by not more than two family units living independently from each other.

Dwelling, multifamily: A residential building designed for and occupied exclusively by more than two families. Multiple-unit dwelling" means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways. For purposes of the provisions of MCA 76-2-304(4)(a) as effective October 1, 2026, and the provisions for multifamily dwellings and mixed-use developments in the HWC District, "Multiple-unit dwelling" is a form of multifamily dwelling that means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways.

Dwelling, single-family: A-For purposes of these regulations, a single-family dwelling is a detached residential living unit, other than a mobile home, designed for and occupied by one family, which may include manufactured housing. For purposes of determining whether a dwelling is a single-family dwelling, the term further means a building with one or more rooms designed for residential living purposes by one household that is detached from any other dwelling unit.

Dwelling, two-family: A residential building designed for and occupied exclusively by two families, also known as a duplex. This term is distinct from a single-family dwelling with an apartment that is used as an accessory dwelling unit. *See also "Duplex housing".*

Family unit: ~~One or more persons occupying the premises and living as a single housekeeping unit.~~ A single person living or residing in a dwelling or place of residence; or two or more persons living together or residing in the same dwelling or place of residence.

Living unit: A residential unit providing complete, independent living facilities for one family unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Manufactured housing: A building that serves as a single-family dwelling, built off site in a factory on or after January 1, 1990, that is placed on a permanent foundation, is at least 1,000 square feet in size, has a pitched roof and siding and roofing materials that are customarily used on site-built homes, and, that is in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of its production. A manufactured home does not include a mobile home or house trailer, as defined in MCA 15-1-101 and below. [MCA 76-2-302(4)]

Mixed-use development: A development consisting of residential and nonresidential uses, such as residential and commercial. For purposes of the provisions of MCA 76-2-304(4)(a) as effective October 1, 2026, and the provisions for multifamily dwellings and mixed-use developments in the HWC District, a mixed-use development is a development consisting of residential and nonresidential uses in which the nonresidential uses are less than 50% of the total square footage of the development and are limited to the first floor of buildings that are two or more stories.

Mobile home: A form of housing known as "trailers", "housetrailer", or "trailer coaches" exceeding eight feet in width or 45 feet in length, designed to be moved from one place to another by an independent power connected to them, or any trailer, housetrailer, or trailer coach up to eight feet in width or 45 feet in length used as a principal residence (MCA 15-1-101(mp)). Mobile homes are distinct from manufactured housing and single family dwellings.

Mobile home park: A tract of land designed and developed to accommodate two or more mobile homes, each occupying a portion of the site on a purchase, lease or rental basis, and each provided with the necessary utilities and other amenities so that the total development serves as a suitable environment for long-term residential occupancy. Such parks are regulated by the Montana Subdivision and Platting Act.

Shipping container: A steel intermodal freight container, cargo container, Conex container, PODS container, or similar structure originally designed and manufactured for the transportation of goods by ship, rail, or truck. The term also includes any purpose-built storage container similar to or resembling the above, manufactured for storage rather than ocean shipping and not certified for international maritime transport, which are commonly used for construction sites, storage, and commercial uses. The term does not include refuse containers, mobile offices, recreational vehicles, and other similar items originally constructed for purposes other than the above.

Subdivision: A division of land so divided, which creates one or more parcels containing less than 20 acres, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased or otherwise conveyed, and shall include any resubdivision, and shall further include any condominium or area, regardless of its size, which provides or will provide multiple space for recreational camping vehicles or mobile homes. A subdivision shall comprise only those parcels less than 20 acres which have been segregated from the original tract, and the plat thereof shall show all such parcels, whether contiguous or not; provided, however, condominiums constructed on land divided in compliance with the Montana Subdivision and Platting Act are exempt from the provisions of the act. A division of land or land so divided that it creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to the parcels may be sold or otherwise transferred and includes any resubdivision and a condominium.

Section 2. The Final Report of the Zoning Commission of the City of Miles City, prepared as part of the review of these amendments, and attached hereto as Exhibit “A,” is hereby adopted as Findings of Fact to support the Council’s decision.

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zoning amendments before the City Council at 6:00 P.M. on the 8th day of September, 2026, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk and/or zoning Administrator shall give notice of the date, time and place of such hearing in accordance with Sections 76-2-303 and 7-1-4127(7)(b), MCA, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana. Said notice shall include publication twice in the Miles City Star, with the first notice published at least 15 business days prior to the date of such hearing.

Section 5. This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance first read and put on its passage this 25th day of August, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this this 8th day of September, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4705**A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2026-2027 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON**

WHEREAS, the City of Miles City contributes funds for employee group health insurance premiums;

AND WHEREAS, §2-9-212 MCA permits the City of Miles City to levy an annual property tax, designated “Permissive Medical Levy,” to fund the payment of such health insurance premiums in the amount in excess of the base contribution as determined under §2-18-703(4)(c) MCA for group benefits under §2-18-703 MCA;

AND WHEREAS, such levy is not subject to the mill levy limitation set forth in §15-10-420 MCA;

AND WHEREAS, the City of Miles City desires to levy such property tax for Fiscal Year 2026-2027;

AND WHEREAS, the provisions of §2-9-212(2)(b) MCA require public hearing upon any increase in such permissive medical levy prior to implementing such levy;

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

That a property tax levy of 28.43 mills be imposed, pursuant to §2-9-212 MCA, for the purposes of funding the premium for group health insurance for Fiscal Year 2026-2027.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed levy on the 8th day of September, 2026, at 6:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 25TH DAY OF AUGUST, 2026.

Chris A. 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 8TH DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4706

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 165; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$166,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 165 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 165.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 165, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 165 amounting to 0.005102 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 165, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 165 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4706 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4707

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 167; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$21,500 and,

WHEREAS, the property in said Special Improvement Lighting District No. 167 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 167.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 167, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 167 amounting to 0.007983 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 167, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 167 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be

published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4707 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4708

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027

WHEREAS, the City Council for the City of Miles City, Montana, did on the 10th day of November, 1969, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 171; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$4,250 and,

WHEREAS, the property in said Special Improvement Lighting District No. 171 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 171.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 171, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 171 amounting to 0.000099 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 171, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 171 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be

published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4708 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4709

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana, did, on the 28th day of March, 1978, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 195; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$8,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 195 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 195.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 195, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 195 amounting to 0.012271 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 195, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 195 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4709 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4710

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 10th day of May, 1983, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 202; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$6,750 and,

WHEREAS, the property in said Special Improvement Lighting District No. 202 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 202.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 202, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 202 amounting to 0.009872 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 202, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 202 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4710 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4711

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2026-2027.

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2284 creating Maintenance District No. 204 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 204 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$2,076,578.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 204 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 204: 0.032854 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$229.98

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 204, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO.4712

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2026-2027

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2285 creating Maintenance District No. 205 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 205 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$406,227.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 205 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 205: 0.020956 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$146.69

Section 2: That there shall be maintained open to public inspection at the City Clerk’s Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 205, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August 2026, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4713

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2026-2027.

WHEREAS, on the 27th day of March, 2007, the City Council of the City of Miles, Montana, passed Ordinance No. 1167 and on March 13th, 2007 Resolution No. 3137 creating Maintenance District No. 207 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 207 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$10,502.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 207 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 207: 0.010121 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$70.85.

Section 2: That there shall be maintained open to public inspection at the City Clerk’s Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 207, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August, 2026, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

**FINAL REPORT
OF THE MILES CITY ZONING COMMISSION
ON DRAFT TEXT AMENDMENTS TO ZONING CODE:
STORAGE/SHIPPING CONTAINERS
AUGUST 13, 2026**

A) Introduction:

This report is submitted to the City Council along with draft ordinances for text amendments to the City zoning code (**Ordinance No. 1408(a) and Ordinance No. 1408(b)**). The proposed text amendments were initiated by the Zoning Administrator and Contract City Planner to address storage/shipping containers in the various zoning districts. The Zoning Commission held a public hearing on the draft updates on July 23rd and continued the hearing to August 13th.

The proposed ordinance reviewed by the Zoning Commission on August 13th would have also added requirements for accessory buildings in residential districts, including adding language prohibiting accessory buildings on lots until the primary/main building is constructed or under construction concurrently with the primary building. However, the Zoning Commission recommended an ordinance be presented to the City Council to address the shipping container matters, but tabled the accessory building portions until the September 16 Zoning Commission meeting. As such, this report and findings have been modified to reflect the Zoning Commission’s recommendations, and **Ordinance No. 1408(a)** reflects those recommendations.

Ordinance No. 1408(b) is also being presented to the City Council for potential consideration by staff. This version of the ordinance includes the language prohibiting accessory buildings on lots until the primary/main building is constructed or under construction concurrently with the primary building, and includes other minor modifications made by the Zoning Commission to the recommended shipping container ordinance. The City Council technically has the option to adopt either ordinance or make modifications. **At the first reading, both ordinances should be passed so that they can both move forward for the public hearing, second reading, and potential adoption.**

The Zoning Commission is scheduled to meet again on September 16th to consider and hold a public hearing on alternatives to the requirements for accessory buildings in residential districts. That does not preclude the City Council from adopting Ordinance No. 1408(a) or Ordinance No. 1408(b).

B) Municipal Zoning Procedure:

According to 76-2-307, MCA, the City Council appoints the Zoning Commission to recommend the boundaries of the zoning districts and appropriate zoning regulations. The Zoning Commission shall make a preliminary report and hold public hearings on the zoning districts and regulations before submitting its final report, and the City Council shall not hold its public hearings or take action until it has received the final report of the Zoning Commission. The purpose of the July 23rd public hearing and continued August 13th public hearing was to meet the requirements of 76-2-307, MCA for the Zoning Commission to hold its public hearing and make a final report on the draft zoning regulations.

At the August public hearing, the Zoning Commission reviewed the draft updates and a preliminary report. The Commission recommended adoption of what is being presented to the City Council as Ordinance No. 1408(a).

Per 76-2-303(2), MCA, a regulation, restriction, or boundary may not become effective until after a public hearing in relation to the regulation, restriction, or boundary at which parties in interest and citizens have an opportunity to be heard has been held. Per the zoning code, at least 15 days' notice of the time and place of the hearing must be published in an official paper or a paper of general circulation in the municipality. Per state law, notices must be published twice, with the first notice published at least 15 business days before the hearing or action to be taken. The notices of the first Zoning Commission public hearing were published in the Miles City Star on June 27 and July 3, and of the continued public hearing on August 1. Additionally, the City Council's September 8 public hearing is being noticed in the Miles City Star on August 15 and 22 in accordance with state law and the zoning code.

C) Report/Findings:

This is the final report of the Zoning Commission as required by 76-2-307, MCA as it pertains to the shipping container ordinance presented as Ordinance No. 1408(a). Section D) of this report gives an overview of the draft zoning updates. Section E) provides the purpose and process for zone changes and zoning amendments. Section F) of the report outlines applicable zoning statutes and preliminary findings regarding the draft regulations' compliance with the zoning code's criteria for zone changes and zoning amendments. Section G) provides the reviewer recommendations to the Zoning Commission.

D) Overview of Draft Regulations:

The draft ordinances are intended to revise various sections of Chapter 24 of the current City Codes ("Zoning"). The updates in the draft ordinances are relatively self-explanatory. The following is a general overview of the text amendments being proposed:

- In residential districts, the use tables add reference to a new Sec. 24-73 for shipping containers;
- In Ordinance No. 1408(b) only, the following language is added to Sec. 24-63: "*All accessory buildings in residential districts are prohibited until the primary/main building is constructed; concurrent construction of accessory and primary buildings is allowed.*" This language is consistent with the following accessory use in the use tables in residential districts: "*Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63*". The intent is to require that accessory buildings such as garages and shops be accessory to a primary building, such as a residential dwelling. This was previously proposed by staff and the Zoning Commission, but removed by the City Council when Ordinance No. 1387 was adopted. The issue has continued to be problematic, so was proposed again by staff, but not recommended by the Zoning Commission with Ordinance No. 1408(a).
- Sec. 24-63 adds references to the definition of shipping containers, similar structures, temporary buildings, and the new Sec. 24-73 – Shipping containers.
- A new Sec. 24-73 – Shipping containers is added. Subsection (a) includes regulations specific to shipping containers in residential districts; subsection (b) includes regulations specific to

shipping containers in commercial and industrial districts; and subsection (c) includes regulations specific to shipping containers in the Open Space (OS) District, which applies primarily to City-owned parks and similar properties.

- Proposed Sec. 24-73(a)(2) and Sec. 24-73(b)(2) have been modified relative to previous versions of the ordinance to change the requirement that shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the shipping container(s) is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage. This replaces the language regarding the shipping container(s) being not visible outside of the building due to siding, roofing, and other structural coverings that will result in no visibility of the shipping container(s).
- In Sec. 24-80 (Permits required), a new “temporary use permit” is added, requiring a permit for placement and/or use of shipping containers and similar structures, buildings, or objects in any zoning district, with exceptions.

E) Zone changes and zoning amendments – Purpose and Process:

Administration of zone changes and zoning amendments is outlined in Sec. 24-96 of the Zoning Code. The following are the ‘purpose’ and ‘amendment process’ for review of zoning amendments. Other sections for applicable to the review, with recommended findings based on the zone change criteria, are provided in the next section.

- (a) *Purpose.* Any person may petition for the amendment of the zoning district map and/or these regulations. The amendment procedure shall be as provided here and in MCA 76-2-303. Amendments may also be initiated by the zoning commission or administrator, in which cases steps subsections (b)(1) through (b)(3) below, will not be required.
- (b) *Amendment process.*
 - (1) The applicant shall submit a properly completed application form, the required supporting materials, including a narrative evaluating the amendment request under the amendment criteria in (c) below, and the required application fee at city hall.
 - (2) The administrator shall determine whether the application is complete and sufficient. When an application is determined incomplete or insufficient, the administrator shall provide written notice to the applicant indicating what information must be submitted for the review to proceed.
 - (3) After the application is determined to be complete and sufficient, the administrator shall schedule a public hearing on the application for a zoning amendment on the agenda of the next zoning commission meeting for which the notice requirements can be met (section 24-97), and at which time allows for its proper consideration.
 - (4) The administrator shall give notice of the public hearing in accordance with section 24-97.
 - (5) The administrator shall prepare, or contract for the preparation of, a report that describes the proposed amendment and how it complies, or fails to comply, with the

amendment criteria. The report shall include a recommendation for approval, approval with modifications or denial.

- (6) The zoning commission shall conduct at least one public hearing on the proposed amendment. At the hearing, the zoning commission shall make a report regarding the proposed zone change and consider whether the proposed amendment meets the amendment criteria. The zoning commission shall review the particular facts and circumstances of the proposed amendment and develop findings and conclusions that support its recommendation that the city council approve, approve with modifications, or disapprove it accordingly.
- (7) The zoning commission's action on a proposed amendment may be tabled, but for no more than 35 days.
- (8) The administrator shall convey the zoning commission's recommendation and all public comments to the city council and, unless the application is withdrawn, place a hearing on the agenda of the next city council meeting for which the notice requirements can be met (Section 24-97), and at which time allows for its proper consideration. The city council shall not hold its public hearing or take action until it has received the report of the zoning commission.
- (9) The administrator shall give notice of the city council's public hearing in accordance with section 24-97.
- (10) The city council shall conduct a public hearing on the proposed amendment. At the hearing, the city council shall consider the recommendation of the zoning commission and all testimony received, then approve, reject, or modify and approve the amendment. Action on the proposed amendment may be tabled, but for no more than 35 days.
- (11) If approved or approved with modifications, the city council shall pass an ordinance effectuating the amendment to the zoning map or regulations, as applicable.
- (12) An amendment to the zoning may not become effective except upon favorable vote of two-thirds of the present and voting members of the city council if a protest against a change is signed by the owners of 25 percent or more of:
 - a. The area of the lots included in the proposed change; or
 - b. Those lots or units, as defined in MCA 70-23-102, 150 feet from a lot included in a proposed change. For purposes of this protest provision, each unit owner is entitled to have the percentage of the unit owner's undivided interest in the common elements of the condominium, as expressed in the declaration, included in the calculation of the protest. If the property, as defined in MCA 70-23-102, spans more than one lot, the percentage of the unit owner's undivided interest in the common elements must be multiplied by the total number of lots upon which the property is located. The percentage of the unit

owner's undivided interest must be certified as correct by the unit owner seeking to protest or by the presiding officer of the association of unit owners.

- (13) At the conclusion of the amendment process, the administrator shall notify the applicant of the city council decision within ten days.

F) Amendment Criteria and Recommended Findings

Sec. 21-96(c) of the Zoning Code provides the “Amendment criteria” for zone changes and zoning amendments. The evaluation criteria are listed below, followed by the reviewer’s and Zoning Commission’s recommended findings in *italics*, with the Zoning Commission’s recommended modifications ~~stricken~~ to reflect the Zoning Commission’s recommendation to not adopt the amendments adding requirements for accessory buildings in residential districts to require a primary building to allow an accessory building, per proposed Ordinance No. 1408(a). If the City Council chooses to adopt Ordinance No. 1408(b) instead, the findings could be adopted with the stricken language restored.

- (c) Amendment criteria.

- (1) Zoning amendments shall be made:

- a. In accordance with the growth policy;

Finding 1-a:

The reviewer has evaluated the 2025 Miles City Growth Policy for applicable City policies relevant to the proposed text amendments, and the following are recommended findings regarding whether the amendments would be in accordance with the 2025 Growth Policy:

- *Land Use Objective LU.1.a: “Update land use regulations to provide greater clarity and flexibility.” This objective is to promote Land Use Goal LU.1: “Provide a predictable development environment”. The proposed amendments are intended to more specifically address shipping containers and similar buildings ~~as well as buildings in residential districts of questionable uses, being buildings in residential districts that have no primary use and no primary building to be accessory to.~~ The uses addressed by the updates have been problematic for City staff, have been the subjects of complaints by citizens, and the zoning regulations are not entirely clear in general to these uses. While the regulations for such uses will become less flexible, the regulations will become clearer for all involved, and more predictable for citizens as well as project proponents, thereby promoting Land Use Objective LU.1.a and Land Use Goal LU.1.*
- *Land Use Objective LU.3.b: “Focus on public outreach and participation in land use matters related to zoning code updates.” This objective is to promote Land Use Goal LU.3: “Balance property rights with the common interests of*

the community.”. The Zoning Commission will have held two meetings on the issues, and the Council has discussed the matters, with public comment accepted throughout. Notice has been given of the proposed amendments to promote public outreach and participation in the zoning code updates, which have been initiated largely as a result of public comments and complaints by citizens regarding minimally-regulated shipping containers—and ~~shop buildings in residential districts of unknown or questionable uses~~. The Zoning Commission and Council will accept and consider public comments through the review process. The Council has discussed the issues repeatedly and the regulations have been drafted with consideration of these discussions and public concerns. The proposed regulations have been drafted with the intent to balance property rights with the common interests of the community. By the Zoning Commission and Council encouraging and considering public participation in the update process, the updates will accord to Land Use Objective LU.3.b and Land Use Goal LU.3.

- *Land Use Objective LU.4.b: “Develop and implement zoning that guides future development but also protects existing development from unwanted impacts.” The proposed regulations have been drafted with the intent to protect existing residential neighborhoods from unwanted impacts that have been identified through citizen complaints regarding shipping containers—and ~~buildings of questionable uses~~. Extending the regulations to also apply to shipping containers in a modified manner in non-residential districts will further quell impacts from otherwise minimally regulated uses of shipping containers in those areas.*
- *Land Use Objective LU.7.c: “City Zoning Code will comply with state statute and best practices.” This objective is to promote Land Use Goal LU.7: “Ensure that the City zoning code is properly administered and enforced, and provides for safe, efficient development that is in the best interests of the City.”. The zoning updates will promote this goal and objective by adding regulations for shipping containers—and ~~accessory buildings~~ that are clearer, are in the best interests of the City by addressing problematic uses, and by following best practices to provide uniform zoning regulations that also avoid gray areas that drive complaints and citizen concerns.*
- *Action 16: “Update the zoning regulations to clarify procedures, meet the community's land use and development needs, and provide flexibility while protecting existing residents.” This action is to promote Land Use Objective LU.1.a/Goal LU.1, Economic Goal E.1 (Foster sustained economic growth in Miles City), and others. The proposed updates have been drafted to clarify zoning requirements for shipping containers—and ~~accessory buildings~~, which have driven citizen complaints. The zoning regulations will remain flexible*

while protecting residents of residential districts from uses that have become problematic and unpredictable. The proposed updates are consistent with and carry out Action 16 and will promote the associated goal and objective.

- *Section 7, Land Use (page 62) states the following: “The Zoning Ordinance should be regularly reviewed by staff and the City’s zoning commission and amended as necessary.” Updating the zoning regulations to address current trends and the community’s needs follows the policy to regularly review and update the zoning code.*
- *Section 7, Land Use (page 65) states the following: “A key tool for Miles City to be resilient to these expected projections will be to guide future land uses through the Miles City zoning codes. The zoning text must be revised to provide clear guidelines so that the zoning map and regulations can be a more effective tool to implement this growth policy. The zoning map must be revised to reflect current conditions and expected future trends. The zoning map will be revised as proponents of future development proposals, and land uses to approach the city with zone change requests, and the city will work on revising the zoning map to guide the planning area with land use designations in appropriate geographic, physical, and social settings.” Updating the zoning regulations to reflect current conditions, expected future trends and the community’s needs follows the above-stated policy.*

Approval of the proposed text amendments would support the above-listed goals, objectives, actions, and stated policies, and not be contrary to the Growth Policy. As such, the text amendments are in accordance with the 2025 Miles City Growth Policy.

- b. To secure safety from fire and other dangers;

Finding 1-b: *The amendments being proposed are intended to provide for improved clarity and address recent trends that have driven citizen complaints. The amendments are not expected to have a noticeable effect on safety from fire or other dangers.*

- c. To promote public health, safety, and general welfare; and

Finding 1-c: *The amendments being proposed are intended to provide for improved clarity and address recent trends that have driven citizen complaints. Specifically addressing citizen concerns and staff issues with administration of shipping containers throughout the City ~~and accessory buildings on otherwise vacant lots in residential areas~~ will help the zoning code function better overall and in a manner that addresses recent land use trends that negatively impact the general welfare of the public. The amendments are expected to have a positive effect on general welfare by improving City administration of the zoning code. The amendments are not expected to have a noticeable effect on public health or safety.*

- d. To facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

Finding 1-d: *The amendments being proposed are intended to address recent problematic trends and improve clarity and are not likely to have any specific or measurable change to the facilitation of the adequate provision of water, sewerage, schools, parks and other public requirements. The language more clearly requiring shipping containers to be located outside the public rights-of-ways may improve the City transportation system.*

- (2) In reviewing and making recommendations or decisions on zoning amendments, the administrator, zoning commission, and city council shall also consider:

- a. Reasonable provision of adequate light and air;

Finding 2-a: *The amendments being proposed are intended to better address recent problematic trends, improve clarity in the zoning code regarding shipping containers ~~and buildings of questionable uses in residential areas~~, and may improve the facilitation of the adequate provision of light and air by limiting and restricting the number, locations, and uses of shipping containers ~~and buildings of questionable uses in residential neighborhoods~~.*

- b. The effect on motorized and non-motorized transportation systems;

Finding 2-b: *The amendments being proposed are intended to address recent problematic trends and improve clarity. The language more clearly requiring shipping containers to be located outside the public rights-of-ways and off sidewalks may better protect the City transportation system. ~~Limiting potential non-residential uses initially proposed as forms of accessory buildings without primary uses for them to be accessory to would limit potential impacts on City streets and sidewalks in residential zones.~~*

- c. The promotion of compatible urban growth;

Finding 2-c: *The updates would limit the proliferation of shipping containers throughout the City ~~and buildings of questionable uses in residential districts~~, which are not entirely compatible with the purposes of the City zoning code or consistent with the general welfare of the community. The proposed amendments address uses that tend to be incompatible with residential neighborhoods. Furthermore, the updates are intended to address recent problematic trends and improve clarity of the zoning regulations, which in turn will further promote compatible urban growth.*

- d. The character of the district, and its peculiar suitability for particular uses; and

Finding 2-d: *The limitations on shipping containers and similar buildings ~~and provisions to better address accessory buildings in residential districts such as garages and shops to require them to be accessory to a primary building~~ will limit*

the proliferation of shipping containers overall ~~and non-residential uses in the residential districts~~. The amendments will maintain character of the districts and better ensure suitability of uses.

- e. Conserving the value of buildings and encouraging the most appropriate use of the land throughout the jurisdictional area.

Finding 2-e: *~~Requiring accessory buildings such as garages and shops to be accessory to a primary building will limit the proliferation of non-residential uses in the residential districts, which will conserve the value of buildings and encourage appropriate residential uses by not allowing buildings of questionable or non-residential uses. The limitations on shipping containers and similar buildings will conserve the value of buildings and encourage appropriate uses of residential in residential areas. The other amendments being proposed are intended to provide for improved administration and clarity of the zoning regulations which in turn should have a positive effect on the value of buildings and encourage the most appropriate use of the land throughout the jurisdictional area.~~*

- f. Whether the proposal might be considered illegal spot zoning. Factors to be considered include whether the proposed land use is significantly different from the prevailing use in the area; whether the area of the proposed zone change is relatively small not only in terms of acreage, but from the perspective of the number of separate landowners who would benefit from the proposed change; and whether the change would amount to special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or general public. In order for spot zoning to be considered illegal, all three of the factors must be present.

Finding 2-f: *The proposed amendments are text amendments only, and not a zone change that could be determined illegal spot zoning. The amendments ~~for accessory buildings are intended to apply on a City-wide basis in residential districts, and the regulations for shipping containers and similar buildings would apply City-wide, but with different regulations for the residential vs non-residential districts. Because these regulations would apply on a City-wide basis but are dependent upon the residential or non-residential districts, and do not benefit one or a few property owners, none of the spot zoning factors are present.~~*

(3) Other criteria include whether the amendment:

- a. Corrects an inconsistency in the zoning; and

Finding 3-a: *The text amendments are intended to correct several inconsistencies in the zoning, such as the current regulations not requiring “accessory” buildings and uses to be accessory to a primary building. The updates would also clarify the*

applicability of zoning regulations to temporary buildings, and eliminate current grey areas.

- b. Addresses changing conditions or furthers a specific public challenge such as the need for affordable housing, economic development, mixed use development or sustainable environmental features.

***Finding 3-b:** The amendments are intended to provide for improved administration and clarity of the zoning regulations on a City-wide basis to addresses recent staff and community challenges, specifically shipping containers that do not fit with residential neighborhoods and should be addressed City-wide, and ~~accessory buildings of questionable uses that are not accessory to a primary building~~. The uses being addressed by the amendments are entirely intended to address changing conditions and specific public challenges.*

Zoning Commission’s conclusion on the above findings:

Based on the above findings, the proposed text amendments comply with the applicable criteria, and are therefore appropriate.

G) Zoning Commission Recommendation:

The Zoning Commission recommends the City Council adopt this report and findings and further recommend the City Council approve the text amendments of the proposed ordinance. Upon passage of the ordinance by City Council, the official Miles City zoning code will be amended with an effective date thirty (30) days after its final passage and approval.

ORDINANCE NO. 1408(a)

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO ADDRESS SHIPPING CONTAINERS AND TEMPORARY BUILDINGS SIMILAR TO SHIPPING CONTAINERS IN THE VARIOUS DISTRICTS AND PROVIDING FOR A HEARING THEREON.

WHEREAS, there have been multiple cases of shipping containers being placed within the residential zoning districts of the City of Miles City that are contrary to the purposes and intents of the residential districts and zoning code overall, and the zoning code does not specifically address this recent trend;

AND WHEREAS, to properly address the use of shipping containers and temporary buildings similar to shipping containers such that the negative effects are addressed while reasonably and appropriately accommodating shipping containers, similar buildings, and their various beneficial uses, requires text amendments that apply on a City-wide basis;

AND WHEREAS, City of Miles City staff have proposed various text amendments to the City zoning code to address these uses and administration of the code to accommodate shipping containers and similar buildings, add certain permit requirements, and miscellaneous amendments to carry out the intent of the proposed provisions;

AND WHEREAS, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such zoning amendments be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such amendments;

AND WHEREAS, the Miles City Zoning Commission, on the 13th day of August, 2026, upon public hearing and deliberation, recommended to the City Council that such amendments be approved.

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

Section 1.

The following term and definition are added to Sec. 24-201. – Definitions, between the terms/definitions of “Setback” and “Sign permit”:

Shipping container: A steel intermodal freight container, cargo container, Conex container, PODS container, or similar structure originally designed and manufactured for the transportation of goods

by ship, rail, or truck. The term also includes any purpose-built storage container similar to or resembling the above, manufactured for storage rather than ocean shipping and not certified for international maritime transport, which are commonly used for construction sites, storage, and commercial uses. The term does not include refuse containers, mobile offices, recreational vehicles, and other similar items originally constructed for purposes other than the above.

The following sections are amended as follows; no other existing language is changed other than depicted below: (additions are underlined, and deletions are ~~stricken~~):

Under the “Permitted Uses” listed in the following tables of Permitted and Conditional Uses in the various residential districts, “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63” is amended to state: “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)”:

- Sec. 24-15. - Residential A district (RA), subsection (b), Table II.1: RA District Permitted and Conditional Uses;
- Sec. 24-16. - Residential B district (RB), subsection (b), Table II.3: RB District Permitted and Conditional Uses;
- Sec. 24-17. - Residential C district (RC), subsection (b), Table II.5: RC District Permitted and Conditional Uses;
- Sec. 24-18. - Semi-rural district (SR), subsection (b), Table II.7: SR District Permitted and Conditional Uses; and
- Sec. 24-19. - Mobile home residential district (MH-A), subsection (b), Table II.9: MH-A District Permitted and Conditional Uses.

Under the “Permitted Uses” listed in Table II.11: MH-RV District Permitted and Conditional Uses, the following use is added: “Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)”:

Sec. 24-63. - Accessory buildings, is amended as follows (additions are underlined, and deletions are ~~stricken~~):

(Also see accessory dwelling units, section 24-65 and shipping containers, section 24-73)

Accessory buildings are allowed in all zoning districts subject to permitting requirements except as exempted under section 24-81 and the following standards:

- (a) No accessory building shall be located within five feet of any principal residential building, or have a height over 24’ as measured from the highest peak of the building.

- (b) On residential lots, accessory buildings may be located in rear yards, but not in the required rear yard setback. See Figure III.A, setbacks and yards.
- (c) No accessory building shall be located in any required side or front yard in residential districts, with the following exceptions: Storm shelters, fallout shelters and similar shelters to protect human life during periods of danger may be constructed in the required front or side yard, but no part of the building may protrude above the average grade of the lot. In addition, such buildings with impervious surfaces shall be calculated against the permitted lot coverage.
- (d) In non-residential districts, with the exception of the CBD, accessory structures may be located in any yard, but not required yards.
- (e) For those uses listed as a conditional use, the addition of accessory buildings that expand a conditional use beyond what may have been reviewed under a conditional use permit process require review as a conditional use.
- (f) For nonconforming uses, the addition of accessory buildings that expand the nonconformity shall not be permitted without approval of a variance. For purposes of this requirement, nonconformity is increased if any portion of a required yard would be diminished by the proposed activity.
- (g) For regulations on shipping containers as defined by Sec. 24-201, similar buildings/structures, and temporary buildings that fall under the definition of shipping containers, see Sec. 24-73.

A new Sec. 24-73 is added as follows (additions for this change are underlined, and deletions are stricken):

Sec. 24-73. – Shipping containers:

- (a) Shipping containers in residential districts (RA, RB, RC, SR, MH-A, and MH-RV):
 - (1) Except as expressly authorized by this section, shipping containers shall not be permitted as a principal use, accessory use, accessory building, storage structure, or temporary structure in the residential districts.
 - (2) Shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the

shipping container(s) is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage.

(3) Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e) and subject to all of the following requirements:

- a. The container(s) shall be used solely for the temporary storage of household goods in connection with the following activities:
 - i. Moving into or out of a dwelling;
 - ii. Repair or restoration of a dwelling following fire, flood, storm damage, or similar casualty loss; or
 - iii. Repairs or remodeling, or new construction projects being performed under a valid permit when a permit is required by City code.
- b. No more than one container shall be located on a lot at any time.
- c. The container shall not exceed forty (40) feet in length.
- d. The storage container shall remain on the lot no longer than thirty (30) consecutive days, except as provided under (e) below. One extension not exceeding thirty (30) additional days may be approved by the administrator upon written request with information demonstrating good cause.
- e. A container may be used as temporary construction storage (equipment, tools, or construction materials) for longer than thirty (30) consecutive days on an active construction site authorized by a valid permit through the period of permitted activities. Such containers shall be removed within fourteen (14) days following final inspection, issuance of a certificate of occupancy, or cessation of construction activity, whichever occurs first.
- f. The container shall not be placed within any public street, alley, sidewalk, public easement, fire lane, required parking area, or required clear vision triangle.
- g. The container shall be placed upon a properly graded and drained surface.

- h. The container shall meet all requirements for accessory buildings, including setbacks, lot coverage, and building heights.
- i. The container shall not be connected to water, sewer, electrical, gas, or communication utilities.
- j. The container shall not be used for habitation, sleeping purposes, business activity, or retail sales.
- k. The container shall not be used for commercial storage except as otherwise provided for in this section during construction activities.
- l. The container shall not be used for the storage of hazardous, flammable, explosive, or otherwise regulated materials.
- m. The container shall be maintained in a clean condition and free of graffiti and rust.
- n. The container shall be removed prior to expiration of the approved time period.
- o. No temporary use permit shall be issued for a lot more than once within any twelve-month period for the same lot, except in the case of documented casualty loss or emergency restoration.

(b) Shipping containers in commercial and industrial districts (CBD, GC, HWC, HCLI, HI, and MC):

- (1) Except as expressly authorized by this section, shipping containers shall not be permitted as a permanent principal use, accessory use, accessory building, storage structure, or temporary structure in the commercial and industrial districts.
- (2) Shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the shipping container(s) is in clean condition, free of graffiti, rust, and dents, and painted a uniform color free from typical shipping container badging and signage.
- (3) Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e) and subject to all of the following requirements:

- a. The container(s) shall not exceed forty (40) feet in length.
- b. Multiple containers shall not be stacked.
- c. A container(s) may be used as temporary construction storage (equipment, tools, or construction materials) on an active construction site authorized by a valid permit through the period of permitted activities. Such containers shall be removed within fourteen (14) days following final inspection, issuance of a certificate of occupancy, or cessation of construction activity, whichever occurs first.
- d. The container(s) shall not be placed within any public street, alley, sidewalk, public easement, fire lane, required parking area, or required clear vision triangle.
- e. The container(s) shall be placed upon a properly graded and drained surface.
- f. The container(s) shall meet all other requirements for buildings, including setbacks, lot coverage, and building heights.
- g. The container shall not be used for sleeping purposes.

(c) Shipping containers in Open Space (OS) District:

- (1) Shipping containers in the OS District are allowed as accessory buildings associated with the permitted uses in the district; and
- (2) Shipping containers in the OS District are allowed only on City-owned property as part of municipal activities or with written permission by the City.

~~Sees. 24-73~~Secs. 24-74—24-79. - Reserved.

Sec. 24-80. – Permits required, is amended as follows (additions are underlined, and deletions are ~~stricken~~):

Sec. 24-80. - Permits required.

A permit shall be required for any clearing, grading, excavation, construction, reconstruction, non-minor change of occupancy or use, land development, re-development or building activity, except as specifically exempted by these regulations or per section 24-81 below. These regulations

include the following four kinds of permits, the procedures for administration of which are found in section 24-85 below:

- (a) A building permit, where compliance with zoning is assessed, shall be required for any new building activity listed as "permitted" in the various districts adopted by these regulations (see sections 24-15 through 24-39).
- (b) A conditional use permit shall be required for any land use or building activity listed as a "conditional use" in the various zoning districts (see sections 24-15 through 24-39).
- (c) A fence permit is required for installation of any new fence or modifications or substantial repairs to an existing fence.
- (d) A certificate of occupancy is required when a new building is completed.
- (e) A temporary use permit is required for placement and/or use of shipping containers and similar structures, buildings, or objects in any zoning district within the City limits, except as follows:
 - (1) The use is a recurring seasonal use that was previously established as demonstrated to the administrator, the temporary/seasonal use was in place for at least the prior two consecutive years, the use and object conformed to City codes, and the building for the use is to be in the same location as, and of the same use as previously established; and
 - (2) The building complies with all other requirements of these regulations.

Building permit applications are submitted with applications for the above permits when building codes apply to the development. Building permits are then processed by the Miles City building inspector in conjunction with zoning review by the administrator and, when applicable, the board of adjustment or city council. Sign permits are authorized under separate ordinance—see Appendix H of the International Building Code for sign regulations in Miles City.

Section 2. The Final Report of the Zoning Commission of the City of Miles City, prepared as part of the review of these amendments, and attached hereto as Exhibit “A,” is hereby adopted as Findings of Fact to support the Council’s decision.

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zoning amendments before the City Council at 6:00 P.M. on the 8th day of September, 2026, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk and/or zoning Administrator shall give notice of the date, time and place of such hearing in accordance with Sections 76-2-303 and 7-1-4127(7)(b), MCA, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana. Said notice shall include publication twice in the Miles City Star, with the first notice published at least 15 business days prior to the date of such hearing.

Section 5. This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance first read and put on its passage this 25th day of August, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 8th day of September, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINAL REPORT
OF THE MILES CITY ZONING COMMISSION
ON DRAFT TEXT AMENDMENTS TO ZONING CODE:
LEGISLATIVE UPDATES AND OTHER
MISCELLANEOUS UPDATES
AUGUST 13, 2026

A) Introduction:

This report is submitted to the City of Miles City Zoning Commission along with a draft ordinance (**Ordinance No. 1409**) for text amendments to the City zoning code. The proposed text amendments were initiated by the Zoning Administrator and Contract City Planner to modify minimum lot sizes and rear yard setbacks in some residential districts for consistency, and make other changes to better reflect state law, legislative changes since 2017, and the Miles City Growth Policy 2025. The existing zoning code is currently out of compliance with several sections of state law due to legislative updates since the last comprehensive zoning regulations updates were adopted in 2016.

The Zoning Commission held a public hearing on the draft updates on July 23rd and continued the hearing to August 13th, when the Zoning Commission recommended approval of the text amendments to City Council and adopted the findings in this report.

B) Municipal Zoning Procedure:

According to 76-2-307, MCA, the City Council appoints the Zoning Commission to recommend the boundaries of the zoning districts and appropriate zoning regulations. The Zoning Commission shall make a preliminary report and hold public hearings on the zoning districts and regulations before submitting its final report, and the City Council shall not hold its public hearings or take action until it has received the final report of the Zoning Commission. The purpose of the July 23rd public hearing and continued August 13th public hearing was to meet the requirements of 76-2-307, MCA for the Zoning Commission to hold its public hearing and make a final report on the draft zoning regulations.

At the August public hearing, the Zoning Commission reviewed the draft updates and a preliminary report. The Zoning Commission made no changes to the reviewer-recommended findings or draft ordinance; however, the ordinance has been modified administratively for the City Council review (dates, ordinance number, etc.) and to reflect the Zoning Commission recommendations on the other ordinance currently in progress (the ‘shipping containers ordinance’). A public hearing of the City Council will be scheduled for the Council to review the draft ordinance and final report of the Zoning Commission.

Per 76-2-303(2), MCA, a regulation, restriction, or boundary may not become effective until after a public hearing in relation to the regulation, restriction, or boundary at which parties in interest and citizens have an opportunity to be heard has been held. Per the zoning code, at least 15 days' notice of the time and place of the hearing must be published in an official paper or a paper of general circulation in the municipality. Per state law, notices must be published twice, with the first notice published at least 15 business days before the hearing or action to be taken. The notices of the first

Zoning Commission public hearing were published in the Miles City Star on June 27 and July 3, and of the continued public hearing on August 1. Additionally, the City Council's September 8 public hearing is being noticed in the Miles City Star on August 15 and 22 in accordance with state law and the zoning code.

C) Report/Findings:

This is the final report of the Zoning Commission as required by 76-2-307, MCA. Section D) of this report gives an overview of the draft zoning updates. Section E) provides the purpose and process for zone changes and zoning amendments. Section F) of the report outlines applicable zoning statutes and preliminary findings regarding the draft regulations' compliance with the zoning code's criteria for zone changes and zoning amendments. Section G) provides the reviewer recommendations to the Zoning Commission.

D) Overview of Draft Regulations:

The draft ordinance is intended to revise various sections of Chapter 24 of the current City Codes ("Zoning"). The updates in the draft ordinance are relatively self-explanatory. The following is a general overview of the text amendments being proposed:

- There are minor edits and changes in language and citations throughout the updates.
- Sec. 24-14, "Zoning upon annexation" is amended to reflect the option for the City to adopt interim zoning during annexations, which is allowed by state law as an urgency measure that can simplify the complicated annexation and zoning procedures relative to adopting long-term zoning upon annexation. The City has several annexations on the horizon, and clarifying these options is best practice.
- The intents of the residential districts are updated to reflect other proposed amendments.
- The use tables in most residential districts are updated to reflect legislative changes, primarily those for accessory dwellings, two-family dwellings (duplex housing), and number of children in day care centers vs day cares reflect current state laws.
- The minimum lot sizes and rear yard setbacks in the specification tables in the Residential B (RB), Residential C (RC), and Mobile Home Residential (MH-A) districts are modified to become more consistent with the RA District specifications.
- Maximum building heights for accessory buildings in the residential districts within the tables of specification standards are modified to be consistent with the requirement of state law to allow accessory dwelling units to have the same standards as those for primary dwellings.
- "Stables" and "Grazing" are to be removed from the permitted uses in the SR District to reflect the restrictions on the animal regulations in Chapter 4 of City code.
- The stated intent of Sec. 24-20. Mobile Home—RV Park district (MH-RV) eliminates reference to the Montana Subdivision and Platting act and subdivision regulations because typical mobile home and RV parks are no longer subject to subdivision review, and are now subject to the buildings for lease or rent requirements of MCA Title 76, Chapter 8, Part 1, and exempt from review by the zoning code.
- The maximum building heights in the GC District are modified to eliminate specific height limits for accessory buildings and just apply the current 40' height limit, because it is often the case for commercial uses in the district to have more than one building, and imposing a maximum building height for different buildings is inconsequential and only adds confusion.

- In Sec. 24-23, Highway commercial district (HWC), the use table adds “Multifamily dwellings and mixed-use developments...” to address recent legislative changes. See 76-2-304(4), MCA.
- The maximum building heights in the HWC District, HCLI District, and HI District would increase from 45 feet to 60 feet to address recent legislative changes. See 76-2-304(4), MCA *(to be Effective October 1, 2026)*.
- In Sec. 24-26, Open space district (OS), the permitted use “Non-motorized trails” would add “and trails for small-scale electric vehicles”.
- Sec. 24-4, Landscaping requirements, would modify “Day care centers in excess of 12 children” 15 children to reflect legislative changes.
- Sec. 24-50, Off-street parking and loading would modify off-street parking requirements to reflect parking reform legislation since 2027. See 76-2-304(4), MCA *(Both the existing statutes and those to become Effective October 1, 2026 require changes)*. Note: the reviewer has investigated the parking requirements for restaurants, taverns, and bars, and found that the standards are relatively modern for a zoning code that requires minimum parking requirements for these uses. The standards would primarily apply to the HWC District where on-street parking is largely unavailable. The CBD provides for a 100% reduction in the number of parking spaces, meaning downtown restaurants, taverns, and bars can rely on street parking, and the GC District provides for a 40% reduction in the number of parking spaces, which reduces parking requirements for the uses in other areas. Therefore, the reviewer has found no specific rationale to change parking requirements for new restaurants, taverns, and bars, and is not recommending changes to the requirements.
- Sec. 24-59 (Administration of zoning in cases of multiple lots) is language that would be relocated from Sec. 24-72 because it would better fall under “Standards applicable to all districts when required” than “Standards for specific land uses”.
- Sec. 24-63, Accessory buildings removes special building height limitations for accessory dwellings to comply with 76-2-345, MCA, which sets multiple limitations and requirements for accessory dwelling units in municipal zoning codes.
- Sec. 24-65, Accessory dwelling units would be modified extensively to comply with 76-2-345, MCA, which sets multiple limitations and requirements for accessory dwelling units in municipal zoning codes.
- Sec. 24-67, Multiple-family dwellings, two-family dwellings, townhouses and townhomes would be modified to eliminate reference and applicability to two-family dwellings, townhouses and townhomes. See 76-2-304(4), MCA *(Both the existing statutes and those to become Effective October 1, 2026 require changes)*. The reviewer is also recommending subsection (c), Design features to reduce the number of specific design features a developer must provide for multi-family dwellings from three to two, simply to make the City’s regulations that often apply to affordable housing projects less restrictive, consistent with the Montana Legislature’s clear intents.
- In Sec. 24-71, Medical marijuana, language is proposed to clarify that the required 1,000 feet distances between medical marijuana providers and public or private schools, parks, playgrounds and religious institutions is to be a horizontal distance from the tract of record containing the school, park, playground, or religious institution to the tract of record containing the proposed medical marijuana provider.

- Language is proposed to be added to Sec. 24-86, Interpretation of use, to state that in interpreting a use and in determining whether a use violates the regulations, any ambiguity or uncertainty in the zoning regulations as to whether the use is in violation must be interpreted in favor of the use in question. This is to reflect 2025 legislative updates to 76-2-308, MCA.
- Sec. 24-88, Application of zoning regulations to state and local government agencies is proposed to be revised to reflect 2025 legislative updates to 76-2-402, MCA.
- Sec. 24-89, Nonconforming uses is proposed to be revised to reflect 2025 legislative updates to 76-2-316, MCA. In addition, a “Natural expansion clause” is proposed to be added to allow nonconforming uses typical natural expansions, such as business growth. The pre-2016 zoning code had a similar provision that was eliminated, and the proposed language clarifies the clause.
- Sec. 24-96, Zone changes and zoning amendments is proposed to be revised to reflect 2025 legislative updates to 76-2-303, MCA to provide for zoning map amendments to be adopted by resolution and become effective immediately. The same bill repealed the protest provisions of 76-2-305, MCA, which is reflected by the proposed elimination of the language currently in subsection (12).
- Sec. 24-97, Public hearing notices is proposed to be revised to reflect 2025 legislation that changed notice requirements.
- Sec. 24-98, Violations/enforcement is proposed to be revised to reflect 2025 legislation to address ambiguity in uses.
- Sec. 24-201, Definitions includes several amendments to reflect the other proposed amendments and legislative changes to state law.

E) Zone changes and zoning amendments – Purpose and Process:

Administration of zone changes and zoning amendments is outlined in Sec. 24-96 of the Zoning Code. The following are the ‘purpose’ and ‘amendment process’ for review of zoning amendments. Other sections applicable to the review, with recommended findings based on the zone change criteria, are provided in the next section.

- (a) *Purpose.* Any person may petition for the amendment of the zoning district map and/or these regulations. The amendment procedure shall be as provided here and in MCA 76-2-303. Amendments may also be initiated by the zoning commission or administrator, in which cases steps subsections (b)(1) through (b)(3) below, will not be required.
- (b) *Amendment process.*
 - (1) The applicant shall submit a properly completed application form, the required supporting materials, including a narrative evaluating the amendment request under the amendment criteria in (c) below, and the required application fee at city hall.
 - (2) The administrator shall determine whether the application is complete and sufficient. When an application is determined incomplete or insufficient, the administrator shall provide written notice to the applicant indicating what information must be submitted for the review to proceed.

- (3) After the application is determined to be complete and sufficient, the administrator shall schedule a public hearing on the application for a zoning amendment on the agenda of the next zoning commission meeting for which the notice requirements can be met (section 24-97), and at which time allows for its proper consideration.
- (4) The administrator shall give notice of the public hearing in accordance with section 24-97.
- (5) The administrator shall prepare, or contract for the preparation of, a report that describes the proposed amendment and how it complies, or fails to comply, with the amendment criteria. The report shall include a recommendation for approval, approval with modifications or denial.
- (6) The zoning commission shall conduct at least one public hearing on the proposed amendment. At the hearing, the zoning commission shall make a report regarding the proposed zone change and consider whether the proposed amendment meets the amendment criteria. The zoning commission shall review the particular facts and circumstances of the proposed amendment and develop findings and conclusions that support its recommendation that the city council approve, approve with modifications, or disapprove it accordingly.
- (7) The zoning commission's action on a proposed amendment may be tabled, but for no more than 35 days.
- (8) The administrator shall convey the zoning commission's recommendation and all public comments to the city council and, unless the application is withdrawn, place a hearing on the agenda of the next city council meeting for which the notice requirements can be met (Section 24-97), and at which time allows for its proper consideration. The city council shall not hold its public hearing or take action until it has received the report of the zoning commission.
- (9) The administrator shall give notice of the city council's public hearing in accordance with section 24-97.
- (10) The city council shall conduct a public hearing on the proposed amendment. At the hearing, the city council shall consider the recommendation of the zoning commission and all testimony received, then approve, reject, or modify and approve the amendment. Action on the proposed amendment may be tabled, but for no more than 35 days.
- (11) If approved or approved with modifications, the city council shall pass an ordinance effectuating the amendment to the zoning map or regulations, as applicable.
- (12) An amendment to the zoning may not become effective except upon favorable vote of two-thirds of the present and voting members of the city council if a protest against a change is signed by the owners of 25 percent or more of:
 - a. The area of the lots included in the proposed change; or

- b. Those lots or units, as defined in MCA 70-23-102, 150 feet from a lot included in a proposed change. For purposes of this protest provision, each unit owner is entitled to have the percentage of the unit owner's undivided interest in the common elements of the condominium, as expressed in the declaration, included in the calculation of the protest. If the property, as defined in MCA 70-23-102, spans more than one lot, the percentage of the unit owner's undivided interest in the common elements must be multiplied by the total number of lots upon which the property is located. The percentage of the unit owner's undivided interest must be certified as correct by the unit owner seeking to protest or by the presiding officer of the association of unit owners.
- (13) At the conclusion of the amendment process, the administrator shall notify the applicant of the city council decision within ten days.

F) Amendment Criteria and Recommended Findings

Sec. 21-96(c) of the Zoning Code provides the “Amendment criteria” for zone changes and zoning amendments. The evaluation criteria are listed below, followed by the reviewer’s and Zoning Commission’s recommended findings in *italics*.

(c) Amendment criteria.

(1) Zoning amendments shall be made:

- a. In accordance with the growth policy;

Finding 1-a:

First, it should be understood that the majority of proposed text amendments are intended to address legislative changes that have occurred since the last comprehensive zoning code updates in 2016. Several changes to applicable state laws have resulted from 2021 – 2025 legislation, many of which require the zoning code to be updated. Other minor changes are proposed by staff to simplify administration and to reflect challenges encountered during administration.

The reviewer has evaluated the 2025 Miles City Growth Policy for applicable City policies relevant to the proposed text amendments, and the following are recommended findings regarding whether the amendments would be in accordance with the 2025 Growth Policy:

- *Land Use Objective LU.1.a: “Update land use regulations to provide greater clarity and flexibility.” This objective is to promote Land Use Goal LU.1: “Provide a predictable development environment”. The proposed amendments are intended to comply with state law and improve City administration of the zoning code. It is intended that the regulations will become clearer for all involved, and more predictable for citizens and project proponents, thereby promoting Land Use Objective LU.1.a and Land Use Goal LU.1.*

- *Land Use Objective LU.3.b: “Focus on public outreach and participation in land use matters related to zoning code updates.” This objective is to promote Land Use Goal LU.3: “Balance property rights with the common interests of the community.”. The Zoning Commission will have held two meetings on the proposed updates, with public comment accepted through the process. The Zoning Commission and Council will accept and consider public comments through the review process. The proposed regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. By the Zoning Commission and Council encouraging and considering public participation in the update process, the updates will accord to Land Use Objective LU.3.b and Land Use Goal LU.3.*
- *Land Use Objective LU.4.b: “Develop and implement zoning that guides future development but also protects existing development from unwanted impacts.” The proposed regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. Any impacts introduced by the proposed text amendments would likely result from the needs for the regulations to comply with state law and legislative changes that limit certain restrictions a City can impose through zoning.*
- *Land Use Objective LU.7.c: “City Zoning Code will comply with state statute and best practices.” This objective is to promote Land Use Goal LU.7: “Ensure that the City zoning code is properly administered and enforced, and provides for safe, efficient development that is in the best interests of the City.”. The zoning updates will promote this goal and objective by bringing the regulations into compliance with state statute and best practices – meeting the objective is precisely the intent behind the text amendments.*
- *Economic Objective E.1.e: “Identify barriers in the zoning regulations, and other City codes, and amend them as necessary.” This objective is to promote Economic Goal E.1: “Foster sustained economic growth in Miles City.” The proposed regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. Some of the updates will remove barriers that a City cannot impose per state law. The intent of the updates is not based on removing barriers, but by bringing the regulations into compliance with state laws and fit better with the City’s administration of the zoning regulations will eliminate challenges staff often faces during administration.*
- *Housing Objective H.4.a: “Update zoning regulations to allow for appropriate density and housing diversity in residential, commercial, and mixed-use districts.” This objective is to promote Housing Goal H.4: “Encourage a mix of housing types.” The zoning updates will promote this goal and objective by bringing the regulations into compliance with state statute and modifications*

in recent years intended by the Legislature to allow for higher density, mixed uses, and a broader range of housing types. Examples include the statutory limitations a City can place on accessory dwelling units and where duplexes and multi-family housing may be placed.

- *Action 16: “Update the zoning regulations to clarify procedures, meet the community's land use and development needs, and provide flexibility while protecting existing residents.” This action is to promote Land Use Objective LU.1.a/Goal LU.1, Economic Goal E.1 (Foster sustained economic growth in Miles City), and others. The zoning updates will carry out Action 16 and promote the associated goals and objectives by bringing the regulations into compliance with state statutes and best practices.*
- *Section 7, Land Use (page 62) states the following: “The Zoning Ordinance should be regularly reviewed by staff and the City’s zoning commission and amended as necessary.” Updating the zoning regulations to bring the regulations into compliance with state statutes and better fit with the City’s administration follows the policy to regularly review and update the zoning code.*
- *Section 7, Land Use (page 65) states the following: “A key tool for Miles City to be resilient to these expected projections will be to guide future land uses through the Miles City zoning codes. The zoning text must be revised to provide clear guidelines so that the zoning map and regulations can be a more effective tool to implement this growth policy. The zoning map must be revised to reflect current conditions and expected future trends. The zoning map will be revised as proponents of future development proposals, and land uses to approach the city with zone change requests, and the city will work on revising the zoning map to guide the planning area with land use designations in appropriate geographic, physical, and social settings.” Updating the zoning regulations to bring the regulations into compliance with state statutes and better fit with the City’s administration follows the above-stated policy.*

Approval of the proposed text amendments would support the above-listed goals, objectives, actions, and stated policies, and not be contrary to the Growth Policy. As such, the text amendments are in accordance with the 2025 Miles City Growth Policy.

- b. To secure safety from fire and other dangers;

Finding 1-b: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on safety from fire or other dangers. Any impacts related to safety from fire or other dangers introduced by the proposed text amendments would likely result from the need for*

the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning.

c. To promote public health, safety, and general welfare; and

Finding 1-c: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are expected to have a positive effect on public health, safety, and general welfare by improving City administration of the zoning code. Any impacts related to public health, safety, and general welfare introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a City can impose through zoning.*

d. To facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

Finding 1-d: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Any impacts related to the adequate provision of transportation, water, sewerage, schools, parks and other public requirements introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning.*

(2) In reviewing and making recommendations or decisions on zoning amendments, the administrator, zoning commission, and city council shall also consider:

a. Reasonable provision of adequate light and air;

Finding 2-a: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on the provision of adequate light and air. Any impacts related to the provision of light and air introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning, such as the increased building heights in what state law refers to as heavy commercial and industrial zones.*

b. The effect on motorized and non-motorized transportation systems;

Finding 2-b: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on*

motorized and non-motorized transportation systems. Any impacts related to the motorized and non-motorized transportation systems introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning, such as the limitations on the number of off-street parking spaces a city can require for certain land uses and changes of uses of existing buildings.

c. The promotion of compatible urban growth;

Finding 2-c: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on compatible urban growth, but are expected to improve administration.*

d. The character of the district, and its peculiar suitability for particular uses; and

Finding 2-d: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on the characters of the districts or their suitability for uses. Any real changes to the characters of the districts introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning.*

e. Conserving the value of buildings and encouraging the most appropriate use of the land throughout the jurisdictional area.

Finding 2-e: *The proposed amendments to the zoning regulations have been drafted primarily to comply with state law and improve City administration of the zoning code. The amendments are not expected to have a noticeable effect on the value of buildings, but any impacts on property values that are introduced by the proposed text amendments would likely result from the need for the regulations to comply with state law and legislative changes that limit certain restrictions a city can impose through zoning. The zoning code will continue to encourage the most appropriate use of the land throughout the jurisdictional area.*

f. Whether the proposal might be considered illegal spot zoning. Factors to be considered include whether the proposed land use is significantly different from the prevailing use in the area; whether the area of the proposed zone change is relatively small not only in terms of acreage, but from the perspective of the number of separate landowners who would benefit from the proposed change; and whether the change would amount to special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or general public. In order for spot zoning to be considered illegal, all three of the factors must be present.

Finding 2-f: *The proposed amendments are text amendments only, and not a zone change that could be determined illegal spot zoning. The amendments generally apply on a City-wide basis and are not directed at changing anything on any particular property or group of properties. The proposed amendments have been drafted primarily to comply with state law and improve City administration of the zoning code. Because these regulations would apply on a City-wide basis, and do not benefit one or a few property owners, none of the spot zoning factors are present.*

(3) Other criteria include whether the amendment:

a. Corrects an inconsistency in the zoning; and

Finding 3-a: *The proposed amendments have been drafted primarily to comply with state law and improve City administration of the zoning code. Therefore, to some extent, the amendments correct inconsistencies between the regulations and state laws. The updates would also clarify certain ambiguities of the zoning regulations and eliminate current grey areas.*

b. Addresses changing conditions or furthers a specific public challenge such as the need for affordable housing, economic development, mixed use development or sustainable environmental features.

Finding 3-b: *The proposed amendments have been drafted primarily to comply with state law and improve City administration of the zoning code. Many of the legislative changes being addressed are associated with the legislative intent to improve housing conditions, and encourage economic development and mixed use development. Therefore, the amendments address changing conditions (primarily changes to state law) and specific public challenges (e.g. staff challenges with administration and removing ambiguities).*

Reviewer’s and Zoning Commission’s conclusion on the above findings:

Based on the above findings, the proposed text amendments comply with the applicable criteria, and are therefore appropriate.

G) Zoning Commission Recommendation:

The Zoning Commission recommends the City Council adopt this report and findings and further recommend the City Council approve the text amendments of the proposed ordinance. Upon passage of the ordinance by City Council, the official Miles City zoning code will be amended with an effective date thirty (30) days after its final passage and approval.

ORDINANCE NO. 1409

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TEXT OF THE CITY ZONING CODE TO COMPLY WITH AND REFLECT STATE LAW, LEGISLATIVE CHANGES SINCE 2017, AND THE MILES CITY GROWTH POLICY 2025; AND PROVIDING FOR A HEARING THEREON.

WHEREAS, the Montana Legislature has passed a significant number of changes to state law and the municipal zoning statutes that require amendments to the City zoning code for the City of Miles City;

AND WHEREAS, City staff have identified administrative changes to include in the zoning code updates;

AND WHEREAS, City of Miles City staff have proposed various text amendments to the City zoning code to better reflect state law, legislative changes since 2017, and the Miles City Growth Policy 2025, and miscellaneous amendments to carry out the intent of the proposed provisions and improve City administration of the zoning code;

AND WHEREAS, Section 24-96 of the Code of Ordinances of Miles City, Montana requires that such zoning amendments be referred to the City Zoning Commission for public hearing and recommendation to the City Council prior to any action by the City Council upon such amendments;

AND WHEREAS, the Miles City Zoning Commission, on the 13th day of August, upon public hearing and deliberation, recommended to the City Council that such amendments be approved.

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

Section 1. The following provisions are amended as follows; no other existing language is changed other than depicted below:

Notes:

- A. Additions are underlined, and deletions are ~~stricken~~.
- B. Plain text of unaltered language and bold section titles are included for context and for navigating the proposed amendments.
- C. **Highlighting** is included for navigating the proposed amendments.
- D. Amendments proposed by Ordinance No. 1408(a) (the ‘shipping container’ ordinance as recommended by the Zoning Commission), which is in process at the same time of this

proposed ordinance, are also denoted below. Additions from that ordinance (as of 8-20-2026) within the sections to be changed by this ordinance **only** are double underlined, and deletions are ~~double stricken~~.

Sec. 24-4. Purposes of chapter.

The purposes of these regulations are to:

- (a) Promote the public health, safety, ~~morals~~ and general welfare of the community (MCA ~~76-2-304~~ 76-2-301 and 76-2-304(1)(b)(ii));

Sec. 24-14. Zoning upon annexation.

All territory which may hereafter be annexed into the City of Miles City shall be zoned at the time of annexation, through long-term zoning or interim zoning. ~~Prior to such annexation and zoning, the administrator shall have made a zoning recommendation to the zoning commission, and the zoning commission shall have made its investigation and shall make a recommendation and report to the city council on the question of zoning.~~ City council public hearings on the question of zoning, long-term or interim, shall be held in conjunction with the necessary annexation procedures to the extent possible.

Sec. 24-15. Residential ~~a~~A district (RA).

- (a) *Intent*. It is the intent of the RA district to provide for residential neighborhoods of single family dwellings, duplex housing, ~~and~~ multifamily dwellings up to four units, and complimentary uses.
- (b) *Allowed uses*. The permitted and conditional uses allowed in the RA district are shown in Table II.1. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.1: RA District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
<u>Accessory dwelling units – one per lot developed with a primary single-family dwelling</u>	<u>Day care centers in excess of 12<u>15</u> children</u>
<u>Two-family dwellings (also known as “duplex housing” or “duplexes”)</u>	Bed and breakfasts
Multifamily dwellings not in excess of four units	<u>Accessory dwelling units</u>
Schools	
Public parks, buildings, and playgrounds	

Religious institutions	
Home occupations with no more than one on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Home day cares up to 15 children	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the RA district are shown in Table II.2.

Table II.2: RA District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	The average size of the lots within the addition in which the lot is located
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet
	Corner lots—10 feet for side yard adjacent to street
Minimum rear yard setback	10 feet for backyards not abutting an alleyway
	7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley 10 feet for lots abutting an alleyway with garage doors parallel to alley.
Maximum lot coverage	45%
Maximum building height	Primary buildings and accessory dwelling units—35 feet

	Other Accessory buildings—24 feet
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Sec. 24-16. Residential B district (RB).

- (a) *Intent.* It is the intent of the RB district to provide for residential neighborhoods of single family dwellings, duplex housing, and multifamily dwellings up to eight units, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the RB district are shown in Table II.3. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.3: RB District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Accessory dwelling units – one per lot developed with a primary single-family dwelling	Day care centers in excess of 1215 children
Two-family dwellings (also known as “duplex housing” or “duplexes”)	Bed and breakfasts
Multifamily dwellings not in excess of eight units	Home occupations with up to two on site employees (in addition to the homeowner or renter)
Schools	Accessory dwelling units
Public parks, buildings, and playgrounds	Bed and breakfast
Religious institutions	
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Home day cares up to 1215 children	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and	

amateur radio antennae in compliance with section 24-70(c)	
Minor utility installations	

(c) *District regulations.* Specifications for the RB district are shown in Table II.4.

Table II.4: RB District Specifications

Regulations	Specifications
Minimum lot width	50 feet
	Multifamily dwellings in excess of four units—75 feet
Minimum lot size	5,500 square feet Single family homes up to multifamily dwellings not in excess of four units—the average size of the lots within the addition in which the lot is located
	Multifamily dwellings in excess of four units—8,000 square feet
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet
	Corner lots—10 feet for side yard adjacent to street
	Multifamily dwellings in excess of four units—10 feet
Minimum rear yard setback	15 feet Single family homes up to multifamily dwellings not in excess of four units—10 feet for backyards not abutting an alleyway
	7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley
	10 feet for lots abutting an alleyway with garage doors parallel to alley.
	Multifamily dwellings in excess of four units—20 feet
Maximum lot coverage	60%
Maximum building height	Primary buildings and accessory dwelling units—40 feet
	Other Accessory buildings—24 feet

Sec. 24-17. Residential C district (RC).

- (a) *Intent.* It is the intent of the RC district to provide for multifamily residential uses, three or more units per building; particularly those in excess of eight unit, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the RC district are shown in Table II.5. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.5: RC District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Multifamily dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Public parks, buildings, and playgrounds	Home occupations with up to two on site employees (in addition to a homeowner or renter)
Religious Institutions	Bed and breakfasts
Home day cares up to 15 children	Day care centers in excess of 15 children
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

- (c) *District regulations.* Specifications for the RC district are shown in Table II.6.

Table II.6: RC District Specifications

Regulations	Specifications
Minimum lot width	50 feet

	Multifamily dwellings four <u>three to eight units—75 feet</u>
	Multifamily dwellings in excess of eight units—100 feet
Minimum lot size	5,500 square feet <u>Multifamily dwellings of three units—the average size of the lots within the addition in which the lot is located</u>
	Multifamily dwellings four to eight units—8,000 square feet
	Multifamily dwellings in excess of eight units—10,000 square feet
Minimum front yard setback	20 feet
	Multifamily dwellings in excess of eight units—25 feet
Minimum side yard setback	5 feet
	Multifamily dwellings in excess of eight units—10 feet
Minimum rear yard setback	15 feet <u>Multifamily dwellings not in excess of eight units:</u>
	<u>10 feet for backyards not abutting an alleyway</u>
	<u>7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley</u>
	<u>10 feet for lots abutting an alleyway with garage doors parallel to alley.</u>
	Multifamily dwellings in excess of eight units—20 feet
Maximum lot coverage	70%
Maximum building height	60 feet

Sec. 24-18. Semi-rural district (SR).

- (a) *Intent.* It is the intent of the SR district to provide for low density residential uses where small scale agricultural ~~practices~~ growing of crops may occur.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the SR district are shown in Table II.7. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.7: SR District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
<u>Accessory dwelling units – one per lot developed with a primary single-family dwelling</u>	Home occupations with up to four on site employees (in addition to a homeowner or renter)
<u>Two-family dwellings (also known as “duplex housing” or “duplexes”)</u>	<u>Bed and breakfasts</u>
Mobile homes	Wireless communication facilities
Public parks	<u>Day care centers in excess of 15 children</u>
Religious institutions	
Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Home day cares and day care centers	
<u>Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)</u>	
Animal rescue shelters (up to 8 animals)	
Growing of crops	
<u>Home day cares up to 15 children</u>	
<u>Stables</u>	
<u>Grazing</u>	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the SR district are shown in Table II.8.

Table II.8: SR District Specifications

Regulations	Specifications
Minimum lot width	100 feet
Minimum lot size	20,000 square feet
Minimum front yard setback	20 feet
Minimum side yard setback	10 feet
Minimum rear yard setback	20 feet
Maximum lot coverage	45%
Maximum building height	Primary buildings and accessory dwelling units—35 feet
	Other Accessory buildings—24 feet

Sec. 24-19. Mobile home residential district (MH-A).

- (a) *Intent.* It is the intent of the MH-A district to provide for residential neighborhoods of mobile homes, single family dwellings, duplex housing, and multifamily dwellings up to four units, and complimentary uses.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the MH-A district are shown in Table II.9. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.9: MH-A District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Mobile homes	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located
Single-family dwellings	Day care centers in excess of 12 15 children
Accessory dwelling units – one per lot developed with a primary single-family dwelling	Home occupations with up to two on site employees (in addition to a homeowner or renter)
Two-family dwellings (also known as “duplex housing” or “duplexes”)	Bed and Breakfasts
Multifamily dwellings not in excess of four units	Accessory dwelling units
Schools	
Public parks, buildings, and playgrounds	
Religious institutions	

Home occupations with no more than 1 on site employee (in addition to a homeowner or renter)	
Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)	
Home day cares up to 15 children	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	
One recreational vehicle per lot as a principal use in accordance with Sec. 24-62(c)	

(c) *District regulations.* Specifications for the MH-A district are shown in Table II.10.

Table II.10: MH-A District Specifications

Regulations	Specifications
Minimum lot width	40 feet
Minimum lot size	4,800 square feet The average size of the lots within the addition in which the lot is located
Minimum front yard setback	20 feet
Minimum side yard setback	5 feet Corner lots—10 feet for side yard adjacent to street
Minimum rear yard setback	15 feet 10 feet for backyards not abutting an alleyway 7.5 feet for lots abutting an alleyway with garage doors perpendicular to alley 10 feet for lots abutting an alleyway with garage doors parallel to alley.

Maximum lot coverage	50%
Maximum building height	Primary buildings and accessory dwelling units—35 feet
	Other Accessory buildings—24 feet
Skirting	Within 60 days siting, a mobile home shall be skirted with material similar to its siding material or better.

Sec. 24-20. Mobile Home—RV Park district (MH-RV).

- (a) *Intent.* It is the intent of the MH-RV district to provide for a mobile home parks to be developed for residential use and recreational vehicle parks for transient recreational use. Such developments shall comply with the Montana Subdivision and Platting Act and Miles City subdivision regulations.

Sec. 24-22. General commercial district (GC).

- (c) *District regulations.* Specifications for the GC district are shown in Table II.16.

Table II.16: GC District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	15 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—5 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—15 feet
Maximum lot coverage	80%
Maximum building height	Primary building—40 feet
	Accessory buildings—24 feet

Sec. 24-23. Highway commercial district (HWC).

- (a) *Intent.* It is the intent of the HWC district to provide for commercial oriented uses around highways and arterials that rely on convenient automobile access. Examples of highway oriented businesses include overnight accommodations, casinos, gas stations, eating and drinking establishments, hardware stores, grocery stores, vehicle and equipment sales, and retail.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the HWC district are shown in Table II.17. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.17: HWC District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Highway oriented commercial uses up to 30,000 square feet	Highway oriented commercial uses in excess of 30,000 square feet
<u>Multifamily dwellings and mixed-use developments that include multiple-unit dwellings containing five or more dwelling units in a building on a parcel or lot that has a will-serve letter from both municipal water and sewer systems</u>	Wholesale
Accessory uses associated with primary use	Wireless communication facilities
<u>Accessory uses and buildings that are accessory to the permitted use of the primary building on the same lot, subject to Sec. 24-63 and Sec. 24-73 (for shipping containers)</u>	Day care centers
Schools	Medical marijuana providers
Public parks, buildings, and playgrounds	
Religious institutions	
Animal rescue shelters	
Recreational vehicle parks	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and	

amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

(c) *District regulations.* Specifications for the HWC district are shown in Table II.18.

Table II.18: HWC District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—5 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—15 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-24. Heavy commercial/light industrial district (HCLI).

(c) *District regulations.* Specifications for the HCLI district are shown in Table II.20.

Table II.20: HCLI District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet

Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—50 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—50 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-25. Heavy industrial district (HI).

(c) *District regulations.* Specifications for the HI district are shown in Table II.22.

Table II.22: HI District Specifications

Regulations	Specifications
Minimum lot width	50 feet
Minimum lot size	None
Minimum front yard setback	20 feet
Minimum side yard setback	0 feet
	Corner lots—10 feet for side yard adjacent to street
	Uses abutting residential districts—100 feet
Minimum rear yard setback	0 feet
	Uses abutting residential districts—100 feet
Maximum lot coverage	80%
Maximum building height	45-60 feet

Sec. 24-26. Open space district (OS).

- (a) *Intent.* It is the intent of the OS district to provide land without physical structures and buildings except where accessory to the provision of open space and recreational opportunities.
- (b) *Allowed uses.* The permitted and conditional uses allowed in the OS district are shown in Table II.23. All uses not explicitly listed as permitted or conditional uses are prohibited.

Table II.23: OS District Permitted and Conditional Uses

Permitted Uses	Conditional Uses
Public parks	None
Accessory buildings and signs	
Non-motorized trails and trails for small-scale electric vehicles	
Sports facilities	
Easements for public utilities	
Cemeteries	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
Minor utility installations	

Sec. 24-49. Landscaping requirements.

- (b) *Scope.*
- (1) *Applicability.* All new land uses, redevelopment projects, and expanded land uses listed below require installation and maintenance of landscaped areas on the lot in compliance with this section, except as provided in subsection (2) below.
- All commercial and industrial uses, including offices.
 - Day care centers in excess of 12-15 children.

Sec. 24-50. Off-street parking and loading.

Unless otherwise indicated in these regulations, all new developments shall provide off-street parking and loading areas in compliance with the following standards for off-street parking and loading areas. Driveways must adhere to Americans with Disabilities Act standards as applicable. The required number of disabled parking spaces with the required dimensions shall be provided pursuant to federal law.

- (a) *Purpose.* These standards are intended to prevent traffic congestion by requiring provision of adequate off-street parking and loading areas.
- (b) *Off-street parking required.* Except as follows and as indicated in (f), (g), (h), and (i) below, all uses and buildings shall provide at least the minimum number of off-street parking spaces required by Table III.2.

No minimum number of off-street parking spaces are required for:

- (1) existing buildings, including vacant buildings, undergoing a change of use;
- (2) accessory dwelling units as defined by Sec. 24-65 and Sec. 24-201 of these regulations;
- (2) child-care facilities licensed or registered by the department of public health and human services;
- (3) deed-restricted affordable housing; or
- (4) assisted living facilities.

Projects may be required to provide accessible parking spaces as required by the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. 12101, et seq. The administrator is not required to enforce the ADA requirements.

Off street parking for different uses in the same building shall be calculated separately. Parking areas shall have properly graded and drained surfaces. Each standard off-street parking space shall be located outside any public right-of-way, be designed at least nine feet by 20 feet in size with vertical clearance of seven feet, for parking of typical passenger vehicles with room to get out on either side of the vehicle, with adequate maneuvering space and accessible to public streets or alleys.

Nothing in this section restricts a property owner, developer, or builder from providing more parking spaces than the minimum number of parking spaces required by these regulations.

- (c) *Off-street parking requirements for uses not listed.* The classification of uses and the off-street parking requirements for uses not listed in Table III.2 shall be determined by the administrator based on:
- (1) The most similar land use listed in Table III.2; and
 - (2) Published sources of parking information such as those produced by the Institute of Transportation Engineers, the American Planning Association or the International Building Code.
- (d) *Location of off-street parking.* Required off-street parking spaces shall be within 600 feet of a main entrance of the use or building served, except for spaces serving a dwelling, which shall be within 200 feet of the main entrance of the dwelling unit served.
- (e) *Control of parking.* Off-street parking shall generally be provided on the same lot or parcel, and under the same ownership as the use it serves, but two or more uses may share parking where:

- (1) The total number of spaces provided meets the minimum standards for the number of spaces required for all buildings or uses served, and
- (2) A contract providing for shared parking for a period of at least 20 years is executed before approval of a permit and recorded before issuance of a certificate of occupancy.

In such cases, the required off-street parking may be located on the lot or parcel serving one of the uses.

- (f) *Exception: Commercial parking requirements in the central business district.* In the CBD commercial enterprises are granted a 100 percent reduction in off-street parking spaces required in Table III.2. This exceptions does not apply to residential uses in the CBD, which shall meet the full parking space requirements in Table III.2.
- (g) *Exception: Commercial parking requirements in the general commercial district.* In the GC district commercial enterprises are granted a 40 percent reduction in off-street parking spaces required in Table III.2. Additionally, the administrator may grant commercial enterprises up to a 60 percent reduction in off-street parking spaces required in Table III.2, provided the applicant demonstrates sufficient on-street and/or shared parking is available to meet the demand of the particular use. These exceptions do not apply to residential uses in the GC district, which shall meet the full parking space requirements in Table III.2.
- (h) *Exception: Commercial parking requirements in residential districts.* In all residential districts, commercial enterprises, permitted through the issuance of a conditional use permit, are granted a 20 percent reduction in off-street parking spaces required in Table III.2. Additionally, the administrator may grant commercial enterprises up to a 40 percent reduction in off-street parking spaces required in Table III.2, provided the applicant demonstrates sufficient on-street and/or shared parking is available to meet the demand of the particular use. These exceptions do not apply to residential uses, day care centers, or bed and breakfasts in residential districts, which shall meet the full parking space requirements in Table III.2.
- (i) *Exception: Reduction in shared off-street parking spaces.* The administrator may authorize the joint use of parking facilities under the following circumstances:
 - (1) When at least 50 percent of the parking spaces required by this section are for primarily "night-time" uses such as theatres, bowling alleys, bars and related uses, and the parking spaces to serve those uses are provided by "day-time" uses such as banks, offices, furniture stores, manufacturing, large-scale retail, wholesale and related uses;
 - (2) When at least 50 percent of the parking spaces required by this section for primarily "day-time" uses may be supplied primarily by "night-time" uses;
 - (3) When at least 60 percent of the parking spaces required by this section for a religious institution, an auditorium incidental to a school, or a similar use, may be supplied by the off-street parking facilities provided by uses primarily of a "day-time" or complimentary nature;

- (4) The joint parking facility shall be located within 600 of a main entrance of the use or building served, except for spaces serving a dwelling, which shall be within 200 feet of the main entrance of the dwelling unit served;
 - (5) The applicant for the joint use parking facility shall show there is no substantial conflict in the principal operating hours of the buildings or uses for which joint use of the off-street parking facilities is proposed;
 - (6) A contract providing for shared parking for a period of at least 20 years is executed before approval of a permit and recorded before issuance of a certificate of occupancy.
- (j) *Passenger loading areas.* Schools, community residential facilities, places for public assembly and similar uses located on arterial roads shall provide at least one safe, properly signed off-street passenger loading area.
 - (k) *Freight loading areas.* Commercial and industrial buildings and uses shall provide one safe, properly signed off-street freight loading area for each 10,000 square feet of gross floor and/or outdoor storage area, except in the CBD, where reliance on on-street or alley loading areas may be permitted. Off-street freight loading areas shall be on the same lot or parcel and under the same ownership as the building or use they serve, be designed to accommodate the largest vehicle that may reasonably be anticipated, and have the following minimum dimensions:
 - (1) Vertical clearance: 14 feet;
 - (2) Width: 12 feet; and
 - (3) Depth or length: 35 feet. No vehicle parked in an off-street freight loading area shall extend into a public right-of-way.
 - (l) *Driveways.* Properly graded and drained driveways shall be provided for safe access to off-street parking and loading areas, including the off-street parking for single family dwellings.
 - (1) No parking or loading area shall create a situation in which vehicles are required to back onto a public street. Parking areas for single family dwellings with access to minor and collector streets are exempt from this requirement.
 - (2) Continuous curb cuts shall be prohibited. All access to public streets shall be via driveways that comply with these standards.
 - (3) Driveways accessing an arterial shall be at least 200 feet from any other point of access (other driveways or intersections).
 - (4) Driveways to roads intersecting an arterial shall be located at least 150 feet from the arterial or, where that distance cannot be attained, at the property line most distant from the arterial.
 - (5) Driveway clear vision triangles shall be provided on both sides of driveways pursuant to section 24-48. See section 24-48 and figure III.C.

- (m) *Circulation in off-street parking areas.* The pattern of circulation within parking areas shall be designed to provide safe and efficient access to individual parking spaces, protect pedestrians moving through the parking area, and facilitate safe access to public streets.

(1) Minimum aisle widths shall be:

- a. 90° parking: 24 feet for two-way circulation;
- b. 60° angle parking: 18 feet for one-way circulation; 22 feet for two-way circulation; and
- c. 45° angle parking: 15 feet for one-way circulation; 20 feet for two-way circulation.

TABLE III.2: OFF-STREET PARKING REQUIREMENTS BASED ON USES

Use	Required Parking
Single-family dwellings	2-1 per DU* 1,200 sf or larger 0.5 per DU under 1,200 sf**
Two-family dwellings	1 per DU 1,200 sf or larger 0.5 per DU under 1,200 sf**
Multi-family dwellings	1.5-1 per DU 1,200 sf or larger 0.5 per DU under 1,200 sf**
Dwelling units exclusively for seniors age 65+ and individuals with a disability	1 per 3 DU
Bed and breakfasts	2-1 for the residents and 1 per guest room
Community residential facilities	1 per employee on maximum shift and 1 per 5 residents and 1 per vehicle operated by the facility
Retirement homes	1 per employee on maximum shift and 1 per 3 DU
Convalescent homes, nursing homes, rest homes	1 per employee on maximum shift and 1 per 6 beds
Day care centers	1 per employee on maximum shift and 1 pick up/drop off space and 1 per 10 children
Home day care	Same as residential requirements
Full service restaurants, taverns, and bars	1 per 100 sf*** of floor area for the first 3,000 sf with 6 spaces minimum and 1 for each additional 300 sf of floor area

Drive through restaurants	1 per 150 sf of floor area, minimum of 6 spaces
Libraries/Museums/Art galleries	1 per 500 sf of floor area
Schools—Elementary and junior high school	1 per employee
Schools—High school	1 per employee and 1 per 5 students
Schools—Trade school and community college	1 per employee and 1 per 3 students
Fraternal/Civic organizations/Clubs/Lodges	1 per 250 sf of floor area and 1 per 4 employees
Religious institutions/theaters/auditoriums/places of assembly	1 per 4 seats
Hospitals	1 per employee and 1 per 4 beds
Medical and dental clinics	1 per employee and 1 per 250 sf of floor area
Professional offices not providing on-site customer service	1 per employee
Banks, financial institutions and professional offices providing on-site customer service	1 per 500 sf of floor area, minimum of 5 spaces
Bowling alley	2 per lane
Fitness, recreational sports, gym	3 per 1,000 sf of floor area
Go cart, driving range, shooting range, and similar use requiring large, uninhabited areas	1 per each unit of activity (each go cart, tee box, firing position, etc.)
Utilities	One per employee on maximum shift and 2 additional spaces
Manufacturing, production, and fabrication, processing, assembly	One per employee on maximum shift and 3 additional spaces
Auto wrecking yard	11 for sites up to 10 acres and 1 for each additional acre up to 25 acres
Recycling center	1 per employee on maximum shift
Grocery and general merchandise stores	4 per 1,000 sf of floor area
Animal shelter and boarding	1 per 1,000 sf of floor area
Laundromat	1 per 4 machines
Storage facilities	1 space per employee on maximum shift and 1 space for every 50 storage units.

Vehicle sales	1 per employee on maximum shift and 1 per 1,000 sf of floor area
Furniture, appliance and other large item retail	1 per 1,000 sf of floor area
Automotive services	1 per employee on maximum shift and 2 for each service bay
Convenience store	3 per 1,000 sf of floor area
Gasoline sales	1 per 400 sf of floor area
Salons, barber shops, and spas	6 per 1,000 sf of floor area
Beverage retail stores	3 per 1,000 sf of floor area
Equipment sales and rental	1 per employee on maximum shift and 1 per 1,000 sf of floor area
Hardware stores	4 per 1,000 sf of floor area
Warehousing, wholesale, and freight terminals	1 per 2,000 sf of floor area
Car wash	1 per cleaning bay
Retail stores or services businesses not otherwise named.	One per 500 sf of floor area.

*DU = Dwelling unit

**** No more than one-half parking space will be required for each residential unit under 1,200 square feet; one residential dwelling unit under 1,200 square feet as a stand-alone use requires zero (0) off-street parking spaces, while 10 such dwelling units would require 5 off-street parking spaces, and 5 such dwelling units would require 2 off-street parking spaces.**

*****sq sf = square feet**

Secs. 24-51—24-59 24-58. Reserved.

[Sec. 24-59 below is language relocated from Sec. 24-72]

Sec. 24-59. Administration of zoning in cases of multiple lots.

- (a) When a property proposed for use or development is or may be comprised of more than one lot or tract of record, the owner(s) may be required to aggregate lots or otherwise modify the tracts of record and/or boundaries to achieve zoning compliance.
- (b) The city may administer the zoning code in a manner that provides for multiple lots or tracts of record to be considered one tract of record for zoning purposes if (1) the lots are taxed as a single property, (2) the proposed development would preclude the transfer of the individual lots/tracts separately, or (3) through agreement with the Zoning Administrator

that the lots/tracts will not be transferred separately to result in non-conformance with the zoning code.

Sec. 24-63. Accessory buildings.

(Also see accessory dwelling units, section 24-65 and shipping containers, section 24-73)

Accessory buildings are allowed in all zoning districts subject to permitting requirements except as exempted under section 24-81 and the following standards:

- (a) No accessory building shall be located within five feet of any principal residential building, or have a height over 24' as measured from the highest peak of the building. This height limitation does not apply to accessory dwelling units, which are subject to the same height limitations as those for primary buildings.
- (b) On residential lots, accessory buildings may be located in rear yards, but not in the required rear yard setback. See Figure III.A, setbacks and yards.
- (c) No accessory building shall be located in any required side or front yard in residential districts, with the following exceptions: Storm shelters, fallout shelters and similar shelters to protect human life during periods of danger may be constructed in the required front or side yard, but no part of the building may protrude above the average grade of the lot. In addition, such buildings with impervious surfaces shall be calculated against the permitted lot coverage.
- (d) In non-residential districts, with the exception of the CBD, accessory structures may be located in any yard, but not required yards.
- (e) For those uses listed as a conditional use, the addition of accessory buildings that expand a conditional use beyond what may have been reviewed under a conditional use permit process require review as a conditional use.
- (f) For nonconforming uses, the addition of accessory buildings that expand the nonconformity shall not be permitted without approval of a variance. For purposes of this requirement, nonconformity is increased if any portion of a required yard would be diminished by the proposed activity.
- (g) For regulations on shipping containers as defined by Sec. 24-201, similar buildings/structures, and temporary buildings that fall under the definition of shipping containers, see Sec. 24-73.

Sec. 24-65. Accessory dwelling units.

- (a) *Purpose.* The purposes of these performance standards is to allow efficient use of the existing housing stock and infrastructure, provide housing options that respond to changing household sizes and needs, provide a means for residents—particularly seniors, single parents and empty nesters—to remain in their homes and neighborhoods, obtain extra income, security, companionship and assistance, and to provide a broader range of affordable housing options. provisions are to comply with MCA 76-2-345, promote housing availability, and provide for security in certain industrial areas.

(b) *Applicability.* The following are considered accessory dwelling units or uses:

- (1) A single dwelling unit occupied by the owner, a manager, or a guard is a customary accessory use on commercial and industrial properties in the HCLI and HI districts.
- (2) An accessory apartment (an attached, single, functionally separate dwelling unit) is a customary accessory use in all buildings that are primary single family dwellings.
- (3) A detached accessory dwelling unit (a single, fully functional dwelling unit physically separated from the primary dwelling on a lot), including an apartment above a garage, is a customary accessory residential use in the RA, RB, RC, and SR, and MH-A districts.
- (4) One attached or detached accessory dwelling unit is a customary accessory use on a lot or parcel in any zoning district that contains a primary single-family dwelling.

(c) *Specification standards.*

- (1) Only one accessory dwelling is permitted per lot;
- (2) Except for an accessory dwelling provided for a manager or guard on a commercial or industrial property in the HCLI or HI districts, accessory dwelling units are only allowed on lots developed with single family residences.
- (3) An accessory dwelling shall not contain more than two bedrooms (rooms used primarily for sleeping purposes); For a building to qualify as an accessory dwelling unit to a single-family dwelling unit under the provisions of this section, whether detached from or attached to the single-family dwelling, it may not be more than 75% of the gross floor area of the single-family dwelling or 1,000 square feet, whichever is less; for purposes of this requirement, "gross floor area" means the interior habitable area of a single-family dwelling or an accessory dwelling unit;
- (4) In the residential districts, the lot must meet the minimum size requirement of the district; Other dwelling units that do not comply with the size limitations stated above shall be deemed single-family dwelling units or other defined use(s) as outlined by these regulations;
- (5) The ground floor area of the accessory unit shall not exceed 50 percent of the ground floor area of the principal dwelling or structure;
- (6) An accessory dwelling shall not exceed the district's maximum height limitation for accessory primary buildings;
- (7) The accessory dwelling shall have a roof pitch, siding, trim and window proportions similar to that of the principal dwelling or structure to the extent feasible, as determined by the administrator;
- (8) (6) The accessory dwelling shall comply with all other standards for principal dwellings or structures such as setbacks, lot coverage and height;
- (9) The accessory dwelling unit shall not require a separate access approach to the adjacent public street, with the exceptions that the alley may serve the accessory dwelling and existing driveway approaches may serve the accessory dwelling unit;

~~(10) At least one off-street parking space must be provided for an accessory dwelling unit; and~~

~~(11)-(7) Approval from the Montana Department of Environmental Quality may be required prior to issuance of a permit; and~~

~~(8) The city may not assess impact fees on the construction of an accessory dwelling unit.~~

- (d) *Renting an accessory dwelling unit.* Renting of either a primary or accessory dwelling is allowed.
- (e) *Tiny homes.* All tiny homes must comply with regulations set forth in state and local building regulations. See International Residential Code Appendix Q. No more than two tiny homes per RA zoned lot shall be allowed, with one being accessory dwelling unit. To qualify as a tiny home square footage must be between 320 and 600 square feet. State of Montana RVIA-certified built structures shall be deemed compliant.

Sec. 24-67. Multiple-family dwellings, two-family dwellings, townhouses and townhomes.

Multiple-family dwellings, ~~two-family dwellings (duplexes), townhouses and townhomes~~ are subject to all applicable regulations of the Miles City Codes except as modified or supplemented by these standards. These standards apply to multiple-family and two-family dwelling structures, including apartments, condominiums and retirement homes that contain more than two living units. ~~They also apply to townhouse structures, and when a single parcel contains either multiple two-family dwellings or a combination of multifamily dwellings and two-family dwellings.~~

- (a) *Pedestrian access.* Such developments must provide a system of walkways connecting each dwelling to the following when applicable: adjacent public sidewalks, on-site parking lots or parking structures, other on-site multiple-family dwelling buildings, garages, disposal and recycling containers, mail boxes, recreation areas and storage areas.
- (b) *Parking and vehicle access.*
 - (1) Off-street parking shall be provided in compliance with section 24-50.
 - (2) No more than 30 percent of the parking area may be located between the principal building and the front street.
 - ~~(3) Parking may not be located within any required side setback area.~~
 - ~~(4)~~ Access and access routes meeting the requirements of the Miles City Fire Department may be required to ensure residents have adequate means of escape in the event of an emergency and that the fire department has sufficient access.
- (c) *Design features.* The developer shall provide at least ~~three~~ two of the following (at the developer's discretion):
 - (1) Modulated building wall planes on the front façade through the use of projections, recesses and offset planes with a minimum depth of two feet;
 - (2) Balconies or bay windows on the front building facade;
 - (3) Varied rooflines;
 - (4) Visual diversity on all building façades by varying materials, texture, or color; and

- (5) Windows or glazed area equal to at least 15 percent of the combined total of all the building façades.
- (d) *Utilities*. Each unit shall be provided with separate utility connections and meters.
- (e) ~~*Townhouses and townhomes unit access*. Each unit of townhouse/townhome developments shall be provided with at least two separate and private outdoor access doors.~~
- (f) ~~*Landscaping*. For multifamily dwellings in excess of eight units, Landscaping landscaping shall be installed in accordance with section 24-49.~~

Sec. 24-71. Medical marijuana.

The following requirements apply to medical marijuana providers.

- (a) Medical marijuana providers shall not display, in an open or visible manner to the general public, any medical marijuana plant, marijuana infused product, or any depictions, caricatures, or other artistic renditions of a marijuana plant, leaf, bud or parts in a manner visible from the exterior of the establishment, structure or building in which the provider does business.
- (b) Medical marijuana providers shall not be located within 1,000 feet of a public or private school, park, playground or a religious institution. This measurement shall be a horizontal distance from the tract of record containing the school, park, playground, or religious institution to the tract of record containing the proposed medical marijuana provider.

Sec. 24-72. Administration of zoning in cases of multiple lots.

- (a) ~~When a property proposed for use or development is or may be comprised of more than one lot or tract of record, the owner(s) may be required to aggregate lots or otherwise modify the tracts of record and/or boundaries to achieve zoning compliance.~~
- (b) ~~The city may administer the zoning code in a manner that provides for multiple lots or tracts of record to be considered one tract of record for zoning purposes if (1) the lots are taxed as a single property, (2) the proposed development would preclude the transfer of the individual lots/tracts separately, or (3) through agreement with the Zoning Administrator that the lots/tracts will not be transferred separately to result in non-conformance with the zoning code.~~

(Ord. No. 1387, § 1, 1-14-25)

[section relocated to 24-59]

Secs. 24-73-24-72 —24-79. Reserved.

Sec. 24-86. Interpretation of use.

It is the intent of this section to group similar or compatible land uses into specific zoning districts, either as permitted or conditional uses. Evaluation of uses shall be as follows:

- (a) The administrator shall determine if a use not listed is materially similar to a permitted or conditional use listed in the applicable district. Interpretations may be appealed to

the board of adjustment per section 24-93. In interpreting a use and in determining whether a use violates these regulations, any ambiguity or uncertainty in the zoning regulations as to whether the use is in violation must be interpreted in favor of the use in question.

Sec. 24-88. Application of zoning regulations to state and local government agencies. (MCA 76-2-402)

For purposes of this section, an "agency" means a board, bureau, commission, department, district, an authority, or other entity of state or local government, including but not limited to the City of Miles City, its city council, and city departments.

- (a) If an agency proposes to develop or use public land contrary to these zoning regulations, the agency shall first notify the ~~board of adjustment~~ city council of its intent to develop land contrary to these zoning regulations.
- (b) Whenever an agency proposes to use land contrary to these zoning regulations, a public hearing shall be held by the ~~board of adjustment~~ city council, and the agency shall attend the hearing.
- (c) The administrator shall give notice of the public hearing in accordance with section 24-97.
- (d) The board of adjustment shall hold a public hearing within 30 days of the date the agency gives notice to the ~~board of adjustment~~ city council of its intent to develop or use land contrary to these zoning regulations.
- (e) The ~~board of adjustment~~ city council shall have no power to deny the proposed use but shall ~~act only to~~ allow a public forum for comment on the proposed use.

Sec. 24-89. Nonconforming uses.

Except as may be allowed by variance, the following apply to lawful nonconforming uses and structures existing at the time of the adoption of this chapter and/or effectiveness of a provision of these regulations:

- (a) The nonconforming use of a building or premises may be continued, but the degree of nonconformity shall not be expanded.
- (b) There shall be no limit on the maintenance and repairs of nonconforming uses or buildings, provided all such activities comply with applicable fire and building codes.
- (c) No building which has been damaged by fire or other catastrophic event to the extent of more than 50 percent of its assessed value exclusive of foundations shall be repaired or rebuilt except in conformity with these regulations.
- (d) Any nonconforming use abandoned for more than 12 months shall be terminated. Abandonment shall not be measured by the owner's intent, but solely by the fact that use ceases for a period of 12 or more months.
- (e) Temporary nonconforming uses or structures shall not be made permanent without full compliance with these regulations. For example, a building of a temporary character or low-grade construction in a location that does not comply with a setback requirement

may not be enhanced with permanent construction features that would make it a permanent structure.

- (f) Natural expansion clause: Nonconforming uses are not defined or limited by the number of employees, business revenue, transaction volume, or similar measures of operational intensity. Rather, changes in those measures that reflect the natural growth or ordinary expansion of a lawful nonconforming use are intended to be permitted, provided the character of the use itself does not change.
- (e) Any ambiguity or uncertainty in these regulations as to whether a nonconforming use is allowed or whether the use was allowed when it was commenced must be interpreted in favor of the use in question.

Sec. 24-96. Zone changes and zoning amendments.

(b) Amendment process.

- (11) If approved or approved with modifications, the city council shall pass an ordinance or resolution effectuating the amendment to the zoning map or regulations, as applicable.
 - a. Per MCA 76-2-303(2)(b), if a zone map boundary only is proposed to be amended, supplemented, changed, modified, or repealed, the city council shall adopt the boundary change by resolution. The adoption of the zoning district map boundary/zone change by resolution is effective immediately.
 - b. Zoning ordinances, except interim zoning ordinances, passed by the council shall not become effective until 30 days after its final passage and adoption, or such later effective date as may be set forth in the ordinance. Interim zoning ordinances may become effective immediately.
- (12) An amendment to the zoning may not become effective except upon favorable vote of two thirds of the present and voting members of the city council if a protest against a change is signed by the owners of 25 percent or more of:
 - a. The area of the lots included in the proposed change; or
 - b. Those lots or units, as defined in MCA 70-23-102, 150 feet from a lot included in a proposed change. For purposes of this protest provision, each unit owner is entitled to have the percentage of the unit owner's undivided interest in the common elements of the condominium, as expressed in the declaration, included in the calculation of the protest. If the property, as defined in MCA 70-23-102, spans more than one lot, the percentage of the unit owner's undivided interest in the common elements must be multiplied by the total number of lots upon which the property is located. The percentage of the unit owner's undivided interest must be certified as correct by the unit owner seeking to protest or by the presiding officer of the association of unit owners.
- (13) At the conclusion of the amendment process, the administrator shall notify the applicant of the city council decision within ten days.

Sec. 24-97. Public hearing notices.

- (a) All required public hearing notices shall provide the following information:
- (1) Name of the applicant and the landowner (if different);
 - (2) Legal description of the site and its address or another general description by which the public can locate it;
 - (3) Present land use at the site, if the application is site-specific;
 - (4) The proposed use, if known;
 - (5) That a public hearing is to be held to accept public comment and what board or body will conduct a public hearing;
 - (6) The date, time and place of the hearing; ~~and~~
 - (7) A brief statement of the action to be taken; and
 - (8) Where applications are available for review, or who to contact for the same. The address and telephone number of the person who may be contacted for further information on the action to be taken.
- (b) Notice of the hearing shall be provided as follows:
- (1) By ~~certified~~ first class mail, at least 15 calendar days before the hearing, to the applicant, landowner, and all adjoining property owners and owners of land within 150 feet of the subject property. For zone changes and zoning amendments, which have had the zoning commission's public hearing noticed by ~~certified~~ mail, the mail notice of the city council's public hearing may be done by first class mail seven calendar days before the hearing instead of ~~certified~~ mail and 15 calendar days before;
 - (2) By newspaper publication, at least calendar 15 days before the hearing, one legal notice in the official newspaper notice must be published twice, with the first notice published at least 15 business days before the hearing;
 - (3) When a zoning amendment is not specific to a subject property and is an amendment to the text or a zoning amendment or update to the map and/or regulations initiated by the City of Miles City staff, zoning commission, or other city official, the mailing notice requirement of (1) above does not apply;
 - (4) All notices shall comply with (a) above.

Sec. 24-98. Violations/enforcement.

- (a) *Violations.* Any person, partnership, association, company, corporation or individual who violates, disobeys, omits, neglects or refuses to comply with the provisions of these regulations shall be deemed guilty of a misdemeanor offense, and upon conviction thereof, shall be punished as prescribed below. Each day a violation of these regulations remains after notice to the offending party, as described below, shall constitute a separate misdemeanor offense. A person violates these regulations whenever he or she:
- (1) Proceeds with an activity for which a permit is required by these regulations without having obtained a permit;

- (2) Makes any misrepresentation in any application for a permit required by these regulations;
- (3) Fails to fulfill any condition imposed on the approval of a permit;
- (4) Fails to maintain any improvement required for compliance with these regulations or any permit granted under these regulations;
- (5) Engages in the development of land in any way not consistent with the requirements of these regulations;
- (6) Obscures, obstructs, removes or destroys any notice required to be posted or otherwise given under the terms of these regulations;
- (7) Fails to comply with any lawful order issued under the authority of these regulations; or
- (8) Disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of these regulations.

In interpreting a use and in determining whether a use violates these regulations, any ambiguity or uncertainty in the zoning regulations as to whether the use is in violation must be interpreted in favor of the use in question.

Sec. 24-201. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning. The word "building" includes the word "structure," and the word "lot" includes the words "plot," "parcel" and "tract;" the word "signature" includes the word "mark" when the person cannot write. The word "shall" is mandatory; the word "may" is permissive.

Accessory building: A subordinate building or portion of the main building which is located on the lot occupied by the main building, and the use of which is clearly incidental to the use of the main building.

Accessory dwelling unit: For purposes of accessory dwelling units in residential districts or on other lots developed with a single-family dwelling, an accessory dwelling unit is a self-contained living unit on the same parcel as a single-family dwelling of greater square footage that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to MCA Title 50, chapter 2. For purposes of accessory dwelling units in the HCLI and HI districts, an accessory dwelling unit is a self-contained living unit on the same parcel as a permitted, primary use, and that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to MCA Title 50, chapter 2. All accessory dwelling units are a form of accessory building.

Accessory use: A use occurring on the same lot either in the same building or in a separate accessory structure which is clearly incidental to the primary allowed use.

Duplex housing: A parcel or lot with two dwelling units that are designed for residential occupancy by not more than two family units living independently from each other.

Dwelling, multifamily: A residential building designed for and occupied exclusively by more than two families. Multiple-unit dwelling" means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways. For purposes of the provisions of MCA 76-2-304(4)(a) as effective October 1, 2026, and the provisions for multifamily dwellings and mixed-use developments in the HWC District, "Multiple-unit dwelling" is a form of multifamily dwelling that means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways.

Dwelling, single-family: A-For purposes of these regulations, a single-family dwelling is a detached residential living unit, other than a mobile home, designed for and occupied by one family, which may include manufactured housing. For purposes of determining whether a dwelling is a single-family dwelling, the term further means a building with one or more rooms designed for residential living purposes by one household that is detached from any other dwelling unit.

Dwelling, two-family: A residential building designed for and occupied exclusively by two families, also known as a duplex. This term is distinct from a single-family dwelling with an apartment that is used as an accessory dwelling unit. *See also "Duplex housing".*

Family unit: ~~One or more persons occupying the premises and living as a single housekeeping unit.~~ A single person living or residing in a dwelling or place of residence; or two or more persons living together or residing in the same dwelling or place of residence.

Living unit: A residential unit providing complete, independent living facilities for one family unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Manufactured housing: A building that serves as a single-family dwelling, built off site in a factory on or after January 1, 1990, that is placed on a permanent foundation, is at least 1,000 square feet in size, has a pitched roof and siding and roofing materials that are customarily used on site-built homes, and, that is in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of its production. A manufactured home does not include a mobile home or house trailer, as defined in MCA 15-1-101 and below. [MCA 76-2-302(4)]

Mixed-use development: A development consisting of residential and nonresidential uses, such as residential and commercial. For purposes of the provisions of MCA 76-2-304(4)(a) as effective October 1, 2026, and the provisions for multifamily dwellings and mixed-use developments in the HWC District, a mixed-use development is a development consisting of residential and nonresidential uses in which the nonresidential uses are less than 50% of the total square footage of the development and are limited to the first floor of buildings that are two or more stories.

Mobile home: A form of housing known as "trailers", "housetrainers", or "trailer coaches" exceeding eight feet in width or 45 feet in length, designed to be moved from one place to another by an independent power connected to them, or any trailer, housetrailer, or trailer coach up to eight feet in width or 45 feet in length used as a principal residence (MCA 15-1-101(mp)). Mobile homes are distinct from manufactured housing and single family dwellings.

Mobile home park: A tract of land designed and developed to accommodate two or more mobile homes, each occupying a portion of the site on a purchase, lease or rental basis, and each provided with the necessary utilities and other amenities so that the total development serves as a suitable environment for long-term residential occupancy. Such parks are regulated by the Montana Subdivision and Platting Act.

Shipping container: A steel intermodal freight container, cargo container, Conex container, PODS container, or similar structure originally designed and manufactured for the transportation of goods by ship, rail, or truck. The term also includes any purpose-built storage container similar to or resembling the above, manufactured for storage rather than ocean shipping and not certified for international maritime transport, which are commonly used for construction sites, storage, and commercial uses. The term does not include refuse containers, mobile offices, recreational vehicles, and other similar items originally constructed for purposes other than the above.

Subdivision: A division of land so divided, which creates one or more parcels containing less than 20 acres, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased or otherwise conveyed, and shall include any resubdivision, and shall further include any condominium or area, regardless of its size, which provides or will provide multiple space for recreational camping vehicles or mobile homes. A subdivision shall comprise only those parcels less than 20 acres which have been segregated from the original tract, and the plat thereof shall show all such parcels, whether contiguous or not; provided, however, condominiums constructed on land divided in compliance with the Montana Subdivision and Platting Act are exempt from the provisions of the act. A division of land or land so divided that it creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to the parcels may be sold or otherwise transferred and includes any resubdivision and a condominium.

Section 2. The Final Report of the Zoning Commission of the City of Miles City, prepared as part of the review of these amendments, and attached hereto as Exhibit “A,” is hereby adopted as Findings of Fact to support the Council’s decision.

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zoning amendments before the City Council at 6:00 P.M. on the 8th day of September, 2026, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk and/or zoning Administrator shall give notice of the date, time and place of such hearing in accordance with Sections 76-2-303 and 7-1-4127(7)(b), MCA, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana. Said notice shall include publication twice in the Miles City Star, with the first notice published at least 15 business days prior to the date of such hearing.

Section 5. This ordinance shall be in full force and effect thirty (30) days after its final passage and approval.

Said Ordinance first read and put on its passage this 25th day of August, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this this 8th day of September, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4705

A RESOLUTION PURSUANT TO §2-9-212 OF THE MONTANA CODE ANNOTATED, AUTHORIZING A PERMISSIVE MEDICAL LEVY FOR FY 2026-2027 TO FUND GROUP HEALTH INSURANCE PREMIUM CONTRIBUTIONS BY THE CITY AND PROVIDING FOR HEARING THEREON

WHEREAS, the City of Miles City contributes funds for employee group health insurance premiums;

AND WHEREAS, §2-9-212 MCA permits the City of Miles City to levy an annual property tax, designated “Permissive Medical Levy,” to fund the payment of such health insurance premiums in the amount in excess of the base contribution as determined under §2-18-703(4)(c) MCA for group benefits under §2-18-703 MCA;

AND WHEREAS, such levy is not subject to the mill levy limitation set forth in §15-10-420 MCA;

AND WHEREAS, the City of Miles City desires to levy such property tax for Fiscal Year 2026-2027;

AND WHEREAS, the provisions of §2-9-212(2)(b) MCA require public hearing upon any increase in such permissive medical levy prior to implementing such levy;

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

That a property tax levy of 28.43 mills be imposed, pursuant to §2-9-212 MCA, for the purposes of funding the premium for group health insurance for Fiscal Year 2026-2027.

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed levy on the 8th day of September, 2026, at 6:00 p.m. in the City Hall Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 25TH DAY OF AUGUST, 2026.

Chris A. 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 8TH DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4706

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 165; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$166,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 165 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 165.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 165, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 165 amounting to 0.005102 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 165, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 165 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4706 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4707

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 25th of February, 1968, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 167; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$21,500 and,

WHEREAS, the property in said Special Improvement Lighting District No. 167 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 167.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 167, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 167 amounting to 0.007983 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 167, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 167 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be

published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on August 25th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4707 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4708

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027

WHEREAS, the City Council for the City of Miles City, Montana, did on the 10th day of November, 1969, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 171; and

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$4,250 and,

WHEREAS, the property in said Special Improvement Lighting District No. 171 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 171.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 171, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 171 amounting to 0.000099 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 171, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 171 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be

published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th, 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4708 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4709

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana, did, on the 28th day of March, 1978, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 195; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$8,000 and,

WHEREAS, the property in said Special Improvement Lighting District No. 195 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 195.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 195, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 195 amounting to 0.012271 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 195, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 195 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4709 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4710

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the City Council for the City of Miles City, Montana did, on the 10th day of May, 1983, create a special improvement district in said City, known and designated as Special Improvement Lighting District No. 202; and,

WHEREAS, the whole cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for the fiscal year of 2026-2027 is estimated by the City Council at the sum of \$6,750 and,

WHEREAS, the property in said Special Improvement Lighting District No. 202 is to be assessed one hundred percent (100%) of the cost during the fiscal year 2026-2027 for LEASING, MAINTENANCE AND ELECTRICAL CURRENT for each lot or parcel of land within Special Improvement Lighting District No. 202.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY, MONTANA, THAT:

Section 1: To defray one hundred percent (100%) of the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT in Special Improvement Lighting District No. 202, there shall be levied and assessed a tax upon all property in Special Improvement Lighting District No. 202 amounting to 0.009872 per square foot;

Section 2: A description of each lot or parcel of land, the total square footage of property contained therein, the name of the owner and the amount assessed against each lot or parcel of land in Special Improvement Lighting District 202, is attached hereto as Exhibit "A" and made a part hereof, and shall, upon passage, be kept on file in the City Clerk's Office.

Section 3: The City Council of Miles City, Montana, will be in session at the City Council Chambers on the 8th day of September, 2026, at 6:00 P.M., at which time and place the said Council will hear objections to the final adoption of this resolution.

Section 4: The City Clerk is hereby authorized and directed to publish in a newspaper of general circulation within the City of Miles City, in the manner provided for in 7-1-4127 MCA, a notice stating that the resolution levying the special assessment to defray the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for Special Improvement Lighting District No. 202 is on file at City Hall and subject to inspection.

Section 5: Said notice shall state time and place at which objections to the final adoption of this resolution will be heard by the City Council, and the last publication of said notice shall be published at least five (5) days before the time set by the Council for hearing objections to the final adoption of this resolution.

PASSED BY THE CITY COUNCIL THIS 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

WHEREAS, the above-entitled Resolution was filed in the Office of the City Clerk on the 25th day of August, 2026, and has ever since been on file in said office subject to public inspection.

WHEREAS, the City Clerk, having given notice of the passing and filing of said Resolution by publishing, in accordance with 7-1-4127 MCA, said notice in the Miles City Star, a newspaper published in Miles City, with the last date of publication at least five (5) days before the day set therein for hearing all objections to the final adoption of said Resolution.

WHEREAS, a hearing on objections was conducted by the City Council on September 8th 2026, pursuant to published notice;

WHEREAS, the cost of LEASING, MAINTENANCE AND ELECTRICAL CURRENT for fiscal year 2026-2027 appears to the satisfaction of the City Council as suitable and proper and, therefore, the cost shall be assessed against the property in said District.

THEREFORE, BE IT RESOLVED that the Resolution 4710 is hereby adopted, that the special assessment therein provided is hereby levied and assessed accordingly, and that the said assessments are now due and payable and will appear on the fiscal year 2026-2027 Tax Statement. A copy of this resolution, as adopted, certified by the City Clerk, must be delivered to the City Treasurer within 2 days after its passage.

FINALLY PASSED AND ADOPTED by the City Council this 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4711

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2026-2027.

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2284 creating Maintenance District No. 204 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 204 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$2,076,578.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 204 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 204: 0.032854 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$229.98

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 204, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO.4712

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2026-2027

WHEREAS, on the 15th day of May, 1984, the City Council of the City of Miles City, Montana, passed Ordinance No. 933 and Resolution No. 2285 creating Maintenance District No. 205 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 205 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$406,227.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 205 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 205: 0.020956 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$146.69

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 205, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August 2026, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4713

A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR 2026-2027.

WHEREAS, on the 27th day of March, 2007, the City Council of the City of Miles, Montana, passed Ordinance No. 1167 and on March 13th, 2007 Resolution No. 3137 creating Maintenance District No. 207 includes, but is not limited to, sprinkling, chip sealing, seal coating, overlaying, treating, pothole repair, general cleaning, sweeping, flushing, snow removal, leaf and debris removal and the operation, maintenance and repair of traffic signal systems, the repair of traffic and street signs, the placement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and the replacement of not more than 6 feet of sidewalk in any 100-foot portion of sidewalk, and

WHEREAS, not more than forty percent (40%) of the property owners protested in writing against the passage of the ordinance and the said ordinance was finally passed and adopted on June 12, 1984; and

WHEREAS, pursuant to 7-12-4425, MCA the City Council of the City of Miles City, Montana, is mandated to pass and finally adopt a resolution assessing all of the property within Maintenance District No. 207 in an amount equal to not less than seventy-five percent (75%) of the entire cost of the said work and the estimated cost of maintenance in said district for fiscal year 2026-2027 is \$10,502.

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

Section 1: That to defray the costs of maintaining Maintenance District No. 207 for the fiscal year 2026-2027 there is hereby levied and assessed a tax upon all property in said district as follows:

MAINTENANCE DISTRICT NO. 207: 0.010121 per
sq. ft. assessment

FOR EXAMPLE: A typical lot within the district of approximately 7,000 square feet shall have an annual assessment of \$70.85.

Section 2: That there shall be maintained open to public inspection at the City Clerk's Office at City Hall in the City of Miles City, Montana, a list which describes each lot or parcel of land being assessed, with the name of the owner thereof, if known, and the amount levied thereon set opposite which shall be open to the public during business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

Section 3: That the City Clerk of the City of Miles City, Montana, shall sign a notice stating that this resolution levying a special assessment to defray the cost of Maintenance District No. 207, is on file in his or her office and is subject to inspection and said notice shall be published at in the Miles City Star as provided in 7-1-4127 MCA. The notice shall also state that the City Council of the City of Miles City, Montana, shall on 25th day of August, 2026, at 6:00 PM in the City Council Chambers at City Hall, Miles City, Montana, hear objections to the final adoption of this resolution. This Notice shall contain a statement setting out the method of assessment being proposed for adoption. The final date of publication of such Notice shall be at least 5 days prior to the date of such hearing.

PASSED BY THE CITY COUNCIL this 25th day of August, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED THIS 8th day of September, 2026.

Chris A Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

AIA® Document B121™ – 2018
**Standard Form of Master Agreement Between Owner and Architect for
Services provided under multiple Service Orders**

AGREEMENT made as of the **Twentieth** day of **August** in the year **2026**
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Miles City
17 South 8th Street
Miles City, Montana 59301
406-874-8603

and the Architect:
(Name, legal status, address, and other information)

SDI Architects + Design
909 Main Street
Miles City, Montana 59301
406-234-0777

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for per the term listed in the **B121 Supplementary Conditions** after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew per the renewal term listing in the **B121 Supplementary Conditions**, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement: See **B121 Supplementary Conditions**.

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement: See **B121 Supplementary Conditions**.

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the insurance listed in the **B121 Supplementary Conditions**.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or

construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 7.3 of this Master Agreement
- ☒ **Litigation in a court of competent jurisdiction**
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault

of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order, and as set forth in this Article 9.

§ 9.

4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10.00** %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

1.00 % monthly

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Add § 11.1 through § 11.5 per B121 Supplementary Conditions.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:
.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

This Master Agreement entered into as of the day and year first written above.

OWNER <i>(Signature)</i>	ARCHITECT <i>(Signature)</i>
BY: Butch Grenz, Mayor	BY: Brandon Janshen, President
<i>(Printed name and title)</i>	<i>(Printed name, title, and license number if required)</i>

Additions and Deletions Report for AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:22 MDT on 08/20/2026.

PAGE 1:

AGREEMENT made as of the Twentieth day of August in the year 2026

City of Miles City

17 South 8th Street
Miles City, Montana 59301

406-874-8603

SDI Architects + Design

909 Main Street
Miles City, Montana 59301

406-234-0777

PAGE 2:

§ 1.1 This Master Agreement shall be effective ~~for one year after~~ per the term listed in the B121 Supplementary Conditions after the date first written above ("Date of this Master Agreement").

§ 1.3 This Master Agreement will ~~renew on an annual basis~~ per the renewal term listing in the B121 Supplementary Conditions, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement: See B121 Supplementary Conditions.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement: See B121 Supplementary Conditions.

PAGE 3:

§ 3.3 The Architect shall maintain the ~~following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay~~

the Architect as set forth in Section 9.4. listed in the B121 Supplementary Conditions.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 _____ General Liability
- .2 _____ Automobile Liability
- .3 _____ Workers' Compensation
- .4 _____ Professional Liability

PAGE 6:

☒ Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this

Master Agreement.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

PAGE 7:

~~§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 _____ Termination Fee:~~

~~.2 _____ Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order, and as set forth in this Article 9.~~

~~§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

~~Employee or Category~~

~~Rate (\$0.00)~~

~~§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:~~

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

~~§ 9.4 Compensation for Reimbursable Expenses~~ 4 Compensation for Reimbursable Expenses

PAGE 8:

~~§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.~~

~~§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

1.00 % monthly

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.~~

PAGE 9:

Add § 11.1 through § 11.5 per B121 Supplementary Conditions.

PAGE 10:

~~.2 _____ Building Information Modeling Exhibit, if completed:~~

~~.3 _____ Exhibits:~~

~~(Clearly identify any other exhibits incorporated into this Master Agreement.)~~

~~.4 _____ Other documents:~~

~~(List other documents, if any, forming part of the Master Agreement.)~~

BY: Butch Grenz, Mayor

BY: Brandon Janshen, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brandon Janshen, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:22 MDT on 08/20/2026 under Order No. 20250146607 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ - 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. 4716

A RESOLUTION APPROVING A STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES WITH SDI ARCHITECTS + DESIGN, FOR THE PROVISION OF ARCHITECTURAL SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

WHEREAS, the City of Miles City has the power to contract for architectural services without soliciting competitive bids, pursuant to MCA §7-5-4301;

AND WHEREAS, the City of Miles City wishes to contract with SDI Architects + Design for the provision of general architectural services to the City, as may be requested by the City from time to time, for a five (5) year period with the City of Miles City having the option to extend said period for an additional five (5) year period upon City Council approval;

AND WHEREAS, SDI Architects + Design has agreed to be available to the City of Miles City to provide general architectural services upon request of the City during said five (5) year period;

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

1. The “Standard Abbreviated Form of Agreement Between Owner and Architect for Professional Services,” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8th DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe City Clerk

AGREEMENT **BETWEEN OWNER AND ENGINEER** **FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between
 _____ (“Owner”) and
 _____ (“Engineer”).

CITY OF MILES CITY, PO BOX 910, 17 S 8TH ST, MILES CITY, Montana 59301, United States

KLJ Engineering LLC, 400 East Broadway Ave., Ste. 600, Bismarck, ND 58501

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
- 2. By Engineer: Engineer may suspend services under a Task Order : (i) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:

- a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days, consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to

bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.
- G. Engineer assumes, and hereby expressly disclaims, any fiduciary responsibilities or duties to the Owner or to any third parties in connection with its services provided pursuant to this Agreement.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 - 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
25. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer’s services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
26. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor’s record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
27. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
33. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
37. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

39. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, “Services of Engineer,” and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, “Services of Engineer,” of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.06 *Affirmative Action:*

- A. Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

OWNER: CITY OF MILES CITY

ENGINEER: KLJ Engineering LLC

By: _____
(Print Name)

Title: _____

Date Signed: _____

By: _____
(Print Name) Mark Anderson

Title: Senior Vice President, PWT

Date Signed: _____

Firm's Certificate No.: _____

State of: _____

Address for Owner's receipt of notices:

CITY OF MILES CITY
PO BOX 910, 17 S 8TH ST, MILES CITY,
Montana 59301, United States

Address for Engineer's receipt of notices:

KLJ Engineering LLC
400 East Broadway Ave., Ste. 600
Bismarck, ND 58501
Legal Notices to: legal@kljeng.com

DESIGNATED REPRESENTATIVE

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

DESIGNATED REPRESENTATIVE

Name: Dan Richardson

Title: Regional Director

Address: 2969 Airport Road, Suite 1B
Helena, MT 59601

Phone: (406) 449-7764

Email: dan.richardson@kljeng.com

**SUGGESTED FORM OF
TASK ORDER**

Section 8, Item B.

This is Task Order
No. {{Contracts:TaskOrder}} ,
consisting of pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 8/28/2026 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: CITY OF MILES CITY
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

Task Order Form

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services.

Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$_____	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: CITY OF MILES CITY

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Firm's Certificate No. (if
required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Task Order** dated _____.

Engineer's Services for Task Order

[Edit for each Task Order.]

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

Exhibit A – Engineer's Services

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Exhibit A – Engineer's Services

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and American Society of Civil Engineers. All rights reserved.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User

Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the

Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

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3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in

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Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word “DELETED” after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and

recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the

Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of

construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities].***

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
 - 4. Cost Plus Fixed Fee (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

- 21. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 22. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 23. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category.
- 24. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
25. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
4. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
26. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [3.4] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
27. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
28. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
29. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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D. Cost Plus Fixed Fee

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's actual cost plus a fixed fee basis for the services of Engineer's employees engaged on the Specific Project. The actual costs will consist of salary costs, overhead expenses and direct non-salary expenses. All direct salary costs and expenses may be verified by auditing at the conclusion of the project. The fixed payment, stated in the Task Order, shall not vary from the maximum specified unless the overall scope of the project changes. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, reimbursable expenses and fixed fee (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable actual costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing, plus reimbursable expenses (including Consultant's charges, if any) The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.
5. Actual costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.10.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

~~C2.04 Serving as a Witness~~

- A. ~~For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 30. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 31. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____.

Reimbursable Expenses Schedule

A schedule of reimbursable expenses is not included. Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C and the specific Task Order. Rates and charges for reimbursable expenses as of the date of the Agreement are at Engineer's cost.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

2026 KLJ Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$87	CAD Technician I	\$101
Archaeologist II	\$118	CAD Technician II	\$115
Archaeologist III	\$159	CAD Technician III	\$129
Archaeologist IV	\$170	CAD Technician IV	\$148
Archaeologist V	\$230	GIS Specialist I	\$112
Paleontologist	\$154	GIS Specialist II	\$108
Environmental Specialist I	\$111	GIS Specialist III	\$135
Environmental Specialist II	\$127	GIS Specialist IV	\$158
Environmental Specialist III	\$159	Associate Planner	\$127
Environmental Specialist IV	\$204	Planner	\$187
Environmental Specialist V	\$225	Senior Planner	\$242
Environmental Specialist VI	\$252	Sr Public Engagement Strategist	\$176
Government Relations Specialist I	\$119	ROW Associate	\$130
Government Relations Specialist II	\$145	ROW Agent	\$158
Government Relations Specialist III	\$176	Project Controls Specialist I	\$106
Graphic Design Specialist	\$143	Project Controls Specialist II	\$167
Engineering Technician I	\$98	Survey Technician	\$95
Engineering Technician II	\$118	Crew Chief	\$117
Engineering Technician III	\$141	Senior Crew Chief	\$174
Engineering Technician IV	\$162	Professional Land Surveyor	\$188
Engineering Technician V	\$200	Principal Land Surveyor	\$229
Designer Technician	\$116	1 Person Survey Crew	\$184
Associate Designer	\$137	2 Person Survey Crew	\$269
Designer	\$157	Project Manager	\$219
Senior Designer	\$212	Senior Project Manager	\$288
Engineer in Training I	\$122		
Engineer in Training II	\$138		
Associate Engineer	\$162		
Engineer	\$190		
Senior Engineer	\$246		
Project Assistant I	\$92		
Project Assistant II	\$109		
Project Assistant III	\$148		
Time and Half for Overtime		Included in Hourly Rate	

Exhibit C – Appendix 2 – Standard Hourly Rates Schedule

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Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile	Included in Hourly Rate	
Survey Equipment	Included in Hourly Rate	
CAD and GIS Work Station	Included in Hourly Rate	
Postage and Routing Printing Cost	Included in Hourly Rate	
Mileage	Included in Hourly Rate	
Special Equipment/Software	Per Project Basis	
Subsistence (Per Diem) - Lodging	Actual Cost	
Subsistence (Per Diem) - Meals	\$60 / Day per Person	
Misc. Project Related Expenses	Actual Cost + 10%	
Sub-Contracts	Actual Cost + 10%	

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:

Title:

Dated:

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit

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This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000
- B. Additional Insureds:
7. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

8. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
9. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project.
- A. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

Exhibit I – Limitations of Liability

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This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment ____ To Task Order No.{{Contracts:TaskOrder}}

1. Background Data:

- a. Effective Date of Task Order: _____
- b. Owner: CITY OF MILES CITY
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: _____

2. Description of Modifications

- _____
- a. Engineer shall perform the following Additional Services: []
 - b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
 - c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
 - d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
 - e. The schedule for rendering services under this Task Order is modified as follows: []
 - f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a.

Original Task Order amount:

\$
- b.

Net change for prior amendments:

\$
- c.

This amendment amount:

\$
- d.

Adjusted Task Order amount:

\$

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: CITY OF MILES CITY

ENGINEER: KLJ Engineering LLC

By: _____

Title: _____

Date
Signed: _____

By: _____

Title: _____

Date
Signed: _____

RESOLUTION NO. 4717

A RESOLUTION APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, TASK ORDER EDITION WITH KADRMAS, LEE & JACKSON D/B/A KLJ, FOR THE PROVISION OF ENGINEERING SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

WHEREAS, the City of Miles City has the power to contract for engineering services without soliciting competitive bids, pursuant to MCA §7-5-4301;

AND WHEREAS, the City of Miles City wishes to contract with Kadrmas, Lee & Jackson d/b/a KLJ for the provision of general engineering services to the City, as may be requested by the City from time to time, for a five (5) year period with the City of Miles City having the option to extend said period for an additional five (5) year period upon City Council approval;

AND WHEREAS, Kadrmas, Lee & Jackson d/b/a KLJ has agreed to be available to the City of Miles City to provide general engineering services upon request of the City during said five (5) year period;

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

1. The “Agreement Between Owner and Engineer for Professional Services, Task Order Edition,” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8th DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4718

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

WHEREAS, the City of Miles City has advertised and solicited bids in accordance with City policies for the lease of the following City-owned real property located on the perimeter of the municipal wastewater treatment plant north of the City of Miles City in Custer County, Montana, to wit:

Legal Description: Portions of the South half and/or Government Lots 6 through 9 of Section 22 of Township 8 North, Range 47 East, containing approximately 16.5 acres, more or less;

AND WHEREAS, Katelyn Matzen was the sole bidder for said leasehold, and the City desires to enter into a lease agreement with said bidder.

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OF THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF SEPTEMBER, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

***Exhibit "A" TO RESOLUTION NO. 4718
CITY PROPERTY LEASE AGREEMENT***

THIS AGREEMENT, made and entered into this ____ day of September, 2026, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana, 59301, hereinafter referred to as the "**CITY**" and **KATELYN MATZEN**, 209 Pleasant Street, Miles City, Montana, 59301, hereinafter referred to as "**TENANT**".

RECITALS:

WHEREAS the CITY owns certain real property located on the perimeter of the municipal wastewater treatment plant north of the City of Miles City, Custer County, Montana, more particularly described as follows:

Portions of the South half and/or Government Lots 6 through 9 of Section 22 of Township 8 North, Range 47 East, containing approximately 16.5 acres, more or less; see Attachment 1, an approximate map of the premises, hereinafter the "Leasehold".

AND WHEREAS it is the desire of TENANT to lease the above-described Leasehold for a term of four (4) years, plus the remainder of the current fiscal year, subject to the options to renew as hereinafter provided;

AND WHEREAS the CITY is agreeable to providing such 4+ year term lease, together with the option to renew for one (1) additional five-year term, upon the Leasehold under the following terms and conditions.

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

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located on the perimeter of the municipal wastewater treatment plant north of the City of Miles City and more particularly described as follows:

Portions of the SE ¼ of Section 22 of Township 8 North, Range 47 East, containing approximately 16.5 acres, more or less.

II. INITIAL TERM

The term of this Agreement shall be for a period of four (4) years, plus ____ days of the fiscal year ending June 30, 2027, beginning on September ____, 2026 and expiring at midnight on June 30, 2031, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease agreement.

III. RENTAL

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

Portions of the SE ¼ of Section 22 of Township 8 North, Range 47 East, containing approximately 16.5 acres, more or less, for a total annual rental of one-thousand, five-hundred and forty-two and 00/100 dollars (\$1,542.00) per year. For the first partial year of the initial lease term commencing September ____, 2026, a prorated amount of one-thousand, two-hundred and forty-six and 27/100 dollars (\$1,246.27) shall be paid before or upon the anticipated contract execution date of September 11, 2026.*

For the remainder of the current fiscal year, TENANT has paid the CITY a processing fee of \$500.00. CITY shall credit TENANT the \$500.00 fee and apply it to the rental for the remainder of the current fiscal year.

*Should the execution date change from the anticipated date, the prorated rental amount due and payable on the actual execution date shall be based on the amount of \$4.22466 per day, with the prorated rental amount subject to approval by the Mayor of the City of Miles City.

Commencing July 1, 2031, if lessee exercises the option to renew per Section IV, the annual rental amount of one-thousand, five-hundred and forty-two and 00/100 dollars (\$1,542.00) per year shall be due and payable in advance of July 1st of each subsequent year of the lease terms, commencing July 1, 2031 through June 30, 2036.

IV. OPTION TO RENEW.

FOLLOWING the "INITIAL LEASE TERM", TENANT shall have options to renew this lease a maximum of one (1) time, for a renewal period of five (5) years. TENANT shall provide notice to the CITY of TENANT'S intent to renew not more than 90 days and not less than 30 days prior to the expiration of the initial or renewal term. Rental rates at each payment period shall be at the above rental rate as approved by City Council, or at the current rate established by the City Council at the time of renewal, whichever is greater.

V. EXPIRATION AND HOLDOVER

Upon expiration of the initial lease term or renewal term, TENANT shall cease all use of the Premises and surrender possession to the CITY unless TENANT has timely exercised the renewal option provided in Article IV or the CITY has permitted TENANT to remain in possession pursuant to this Article.

Notwithstanding the expiration of the Initial Lease Term or Renewal Term, if TENANT remains in possession of the Leasehold for the purpose of grazing horses, continues to comply with all terms and conditions of this Agreement, remains in good standing, and the CITY does not require TENANT to surrender possession, the parties may continue the tenancy on a holdover basis consistent with the provisions of §70-26-204, Montana Code Annotated.

During any such holdover period, the annual rental shall remain One Thousand Five Hundred Forty-Two Dollars (\$1,542.00) per year, or at the current rate established by the City Council at the time of renewal, whichever is greater. The holdover tenancy shall be for a period of not more than one (1) year at a time and may continue from year to year only so long as TENANT remains in good standing, continues to use the Premises solely for the purposes authorized by this Agreement, the CITY permits such continued use, and the CITY accepts the annual rental payment.

The parties intend that any holdover tenancy under this Article shall be on the same terms and conditions of this Agreement, except that the contractual initial lease term and renewal term shall have expired and the tenancy shall thereafter continue only on a year-to-year basis as provided in this Article and §70-26-204, MCA.

TENANT shall have no additional contractual option to renew this Agreement following expiration of the Renewal Term. Continued possession following expiration of the Renewal Term shall not constitute an exercise or extension of the renewal option provided in Article IV and shall not create a new five-year term.

The CITY may terminate the holdover tenancy by providing TENANT with written notice of the CITY'S intent to require surrender of the Premises. Upon expiration of the applicable holdover period or the effective date stated in the CITY'S notice, whichever is applicable, TENANT shall cease grazing and surrender possession of the Leasehold as directed by the CITY.

The CITY'S acceptance of an annual rental payment during a holdover period shall constitute acceptance of rent for the applicable holdover year and shall be consistent with the parties' intent that the holdover tenancy continue on the terms provided in this Article. Acceptance of rent for one holdover year shall not constitute a commitment by the CITY to permit TENANT to remain in possession for any subsequent year.

Nothing in this Article shall prevent the CITY from requiring TENANT to cease grazing or surrender possession of the Leasehold sooner when necessary for municipal purposes, including operation, maintenance, repair, construction, expansion, regulatory compliance, public health or safety, emergency access, or other activities associated with the City's municipal wastewater treatment facility, subject to any notice or other requirements imposed by applicable law or this Agreement.

VI. RESPONSIBILITIES OF THE TENANT

TENANT hereby acknowledges, covenants and agrees as follows:

A. Purpose.

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

Grazing and pasturing of horses. The number of horses shall generally be restricted to up to four (4) horses at any time by the TENANT.

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

B. Compliance with Laws.

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

C. Independent Investigation.

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

D. Maintenance.

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

TENANT shall maintain the property with good husbandry and in good farmer-like manner consistent with the prevailing standards for Custer County, Montana. TENANT will abide by all local, state and federal rules, regulations and laws respecting the use of real property, pesticides, soil erosion, hazardous materials, and chemicals and farming practices. TENANT will take all necessary steps to ensure proper weed control for all property subject to this lease. Fences and other improvements will be maintained in good condition.

TENANT assumes responsibility for TENANT'S use and occupancy of the Leasehold and for the care, custody, and control of all horses brought onto or kept on the Leasehold by TENANT.

E. Improvements to Remain.

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

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

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

F. CITY Access and Right to Inspect.

The CITY, through its officers, employees, agents, contractors, and authorized representatives, shall have the right to enter and cross the Leasehold at any time, without prior notice to TENANT, for purposes of operating, maintaining, inspecting, repairing, improving, securing, or protecting the municipal wastewater treatment plant and its facilities, equipment, utilities, fencing, gates, and improvements, or for any other municipal, emergency, regulatory, or governmental purpose. The CITY'S exercise of its rights under this Section shall not constitute a breach of this Lease or entitle TENANT to compensation, damages, or a reduction in rent.

In the event of an emergency or condition that, in the CITY'S reasonable judgment, threatens public health or safety, the treatment plant, CITY property, the environment, or the safe operation of the facility, the CITY may take such reasonable action as is necessary to address the condition, including temporarily restricting TENANT'S access to the Leasehold or requiring the immediate removal of horses. To the extent reasonably practicable under the circumstances, the CITY shall notify TENANT of such action.

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

G. Escaped Horses.

TENANT shall take all reasonable precautions to prevent horses from escaping the Leasehold. If any horse owned, possessed, or controlled by TENANT escapes from the Leasehold, TENANT shall promptly take all reasonable steps to locate and safely recover the horse and shall promptly notify the CITY if the escaped horse enters any portion of the

municipal treatment plant, public right-of-way, neighboring property, or other area outside the Leasehold.

TENANT shall be responsible, to the extent permitted by law, for reasonable costs incurred as a result of an escaped horse, including costs of repairing damage to CITY fences, gates, equipment, structures, landscaping, or other property caused by the horse.

H. Protection of Treatment Plant Facilities.

TENANT acknowledges that the Leasehold is located on or adjacent to an operating municipal wastewater treatment facility. TENANT shall conduct all activities in a manner that does not interfere with the CITY'S operation, maintenance, inspection, or repair of the treatment plant or its facilities.

TENANT shall be responsible for damage to the CITY'S treatment plant facilities, fencing, gates, equipment, utilities, structures, improvements, or other property caused by TENANT, TENANT'S horses, or any person acting by, through, or on behalf of TENANT, except to the extent such damage is caused by the negligence or willful misconduct of the CITY.

I. Notice of Claims.

TENANT shall promptly notify the CITY of any accident, injury, property damage, escaped horse, or other occurrence involving the Leasehold or TENANT'S horses that could reasonably be expected to result in a claim against the CITY.

J. Utilities.

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

K. Taxes and Assessments.

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

L. Indemnification.

To the fullest extent permitted by law, TENANT shall indemnify and hold the CITY and its elected and appointed officials, officers, employees, agents, and volunteers (collectively, the "CITY Parties") harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, her agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

M. Insurance.

1. Liability Insurance.

Throughout the term of this Lease, TENANT shall, at TENANT'S sole cost and expense, maintain liability insurance providing coverage for bodily injury and property damage arising out of or relating to TENANT'S use of the Leasehold and the ownership, possession, custody, control, handling, and grazing of horses on the Leasehold.

The insurance shall have limits of liability of not less than **SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) per occurrence and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,500,000.00) aggregate**, unless otherwise approved in writing by the CITY.

2. Coverage of Horses and Grazing Activities.

The required liability insurance shall specifically provide coverage for claims arising from the presence and grazing of TENANT'S horses on the Leasehold, including, as applicable, injuries or property damage caused by a horse escaping from the Leasehold. TENANT shall be responsible for confirming with the insurer that the policy provides such coverage.

3. CITY as Additional Insured.

To the extent available under the applicable insurance policy, TENANT shall cause the CITY of Miles City, including its elected and appointed officials, officers, employees, agents, and volunteers, to be named as an additional insured with respect to liability arising out of TENANT'S use of the Leasehold and TENANT'S horses and activities thereon.

4. Evidence of Insurance.

Before commencing use of the Leasehold, TENANT shall provide the CITY with a certificate of insurance or other evidence reasonably satisfactory to the CITY demonstrating that the insurance required by this Section is in effect. TENANT shall provide evidence of such current and valid insurance upon execution of this agreement and, thereafter, each year on or before July 1, or upon demand by the CITY.

5. Continuation of Coverage.

TENANT shall maintain the required insurance throughout the entire term of this Lease. If the insurance is canceled, terminated, or materially reduced or changed so that it no longer provides the coverage required by this Section, TENANT shall promptly notify the CITY and shall obtain replacement coverage before continuing to use the Leasehold.

6. Deductibles.

Any deductible or self-insured retention applicable to the required insurance shall be the sole responsibility of TENANT.

7. No Limitation of Liability.

The insurance requirements of this Lease shall not limit TENANT'S liability or

obligations under this Lease. TENANT shall remain responsible for all injury, loss, or damage caused by TENANT, TENANT’S horses, or any person acting on TENANT’S behalf, to the extent provided by this Lease or applicable law.

8. TENANT’S Property.

The CITY shall not be responsible for loss of or damage to TENANT’S horses, personal property, equipment, vehicles, feed, tack, or other property located on the Leasehold. TENANT shall be solely responsible for obtaining any insurance TENANT desires for such property.

9. Worker's Compensation Insurance.

In the event the TENANT has employees for TENTANT’S activities on the Leasehold, TENANT shall carry Worker's Compensation Insurance as required by the laws of the State of Montana.

N. Environmental Warranty.

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

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

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

O. Compliance with ADA.

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

P. Non-Discrimination.

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

VII. ASSIGNABILITY OF INTEREST

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

VIII. DEFAULT

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

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

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

B. Oral Modification Prohibited.

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

C. Attorneys Fees and Costs.

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

D. Binding Effects.

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

E. Time of the Essence.

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

F. Incorporation of Recitals.

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

G. Executed Copy.

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

H. Interpretation.

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

I. Contingent Upon Approval of City Council.

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

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

CITY OF MILES CITY

By: _____
C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

STATE OF MONTANA)
) ss
 COUNTY OF CUSTER)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared C.A. Grenz in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

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

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

(NOTARIAL SEAL)

TENANT:

 Katelyn Matzen

STATE OF MONTANA)
) ss
 COUNTY OF CUSTER)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Katelyn Matzen., who executed the within instrument and acknowledged to me that she executed the same.

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

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

(NOTARIAL SEAL)

ATTACHMENT 1:

Map of Matzen lease of perimeter of the municipal wastewater treatment plant north of the City of Miles City



RESOLUTION NO. 4719**A RESOLUTION ESTABLISHING BUILDING PERMIT PLAN REVIEW FEES.**

WHEREAS, Section 5-4 of the Code of Ordinances of Miles City, Montana, authorizes the City Council to adopt building permit plan review fees by resolution following a public hearing;

AND WHEREAS, in order to recoup the administrative and contracted expenses to the City for providing such building plan review services, the City Council of the City of Miles City proposes that the fees set forth herein are reasonable and appropriate and should be adopted;

AND WHEREAS, Section 7-6-4013 MCA requires a public hearing prior to the establishment and final adoption of such fees;

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

1. The following fees for the following services are hereby adopted:

In addition to applicable building permit fees, any project with a value of \$50,000 or greater shall be assessed an additional building plan review fee equal to 65% of the building permit fee, or the cost incurred by the City in obtaining third party plan review, whichever is greater.

BE IT FURTHER RESOLVED that a public hearing shall be held on the establishment of the above fees on October 13, 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 8TH DAY OF SEPTEMBER, 2026.

C.A. 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 13TH DAY OF OCTOBER, 2026.**

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

09/03/26
10:41:31

CITY OF MILES CITY
Claim Details
For the Accounting Period: 8/26

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Section 8, Item E.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
141355	-98762C	4010 FELT MARTIN P.C.	1,050.00								
1	13547	08/12/26 Emp complaint, hr reviews	1,050.00		37573	1000	3	411101	350		101000
141366	90257S	999999 GAIL KREZELAK	675.10								
	Fall 2026	Clerks Conf in Butte MT 9/14/26-9/18/26									
1	08102026	08/10/26 travel fuel advance Court	536.50		34846	1000	6	410300	370		101000
2	08102026	08/10/26 meal imbursment adv Court	138.60		34846	1000	6	410300	380		101000
141370	-98774C	4050 US BANK - SPA LOCKBOX CM9695	112,383.19								
	*ach to BMS	only this is AUTOPAY									
1	9999FY9H8	08/01/26 SID 211-principle	2,070.79*		081526	3670	110	490500	643		101000
2	9999FY9H8	08/01/26 SID 211-interest	424.44*		081526	3670	110	490500	644		101000
3	9999JVANS5	08/01/26 PD REMODEL-principle	15,742.76		081526	1000	5	490500	658		101000
4	9999JVANS5	08/01/26 PD REMODEL-interest	8,006.44		081526	1000	5	490500	659		101000
5	BOI24-0925	08/01/26 Airport HANGAR	56,367.60		081526	5610	87	490500	660		101000
6	BOI24-0925	08/01/26 Airport HANGAR	1,257.85		081526	5610	87	490500	661		101000
7	2947-1	08/01/26 Fire Truck loan-principle	25,091.17		081526	1000	7	490500	645		101000
8	2947-1	08/01/26 Fire Truck loan-interest	3,422.14		081526	1000	7	490500	646		101000
141406	-98783C	406 BRODY CHEMICAL	5,180.99								
1	INV80154	05/22/26 Granular Chlorine WWTP	5,200.99		37461	5310	33	430640	220		101000
2	08062026	08/06/26 stop pmt fee pd by vendor	-20.00		BANK	1000	3	410500	555		101000
141437	-98779C	1407 KLJ ENGINEERING LLC	35,286.50								
1	17805	07/08/26 Yellowstone Project	26,463.50		37721	1000	201	431200	350	3	101000
2	17806	07/08/26 Darling Addtn 4	2,911.59		37721	5210	23	430550	357		101000
3	07/08/26		1,323.45			5310	31	430630	357		101000
4	07/08/26		4,587.96			2510	107	430236	350		101000
141441	-98776C	4010 FELT MARTIN P.C.	787.50								
1	13437	06/24/26 Emp complaint review	350.00		37567	1000	3	411101	350		101000
2	06/29/26	emails w/HR further review	262.50			1000	3	411101	350		101000
3	06/30/26	Addtl Review w/atty	175.00			1000	3	411101	350		101000
141455	90258S	2910 TONGUE RIVER ELECTRIC	595.00								
1	08282026	08/28/26 Southgate Lighting	595.00			2450	51	430263	341		101000
2	08/25/26	Garfield 911	0.00			2850	105	420140	341		101000
141456	90259S	394 BOSS INC	1,812.23								
1	888962-0	08/18/26 Finance	3.99			1000	3	410500	210		101000
2			3.99			5210	25	430510	210		101000
3	884996-0		4.00			5310	29	430610	210		101000
4	890991-0	08/01/26 Finance	489.22		37582	1000	3	410500	220		101000
5	891014-0	08/01/26 Police	489.22		37575	5210	25	430510	220		101000

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CITY OF MILES CITY
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Section 8, Item E.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
6	890634-0	08/01/26	489.23		37575	5310	29	430610	220		101000
7	885120-0	07/29/26 Dispatch	124.89*		37158	1000	5	420160	220		101000
8	890992-0	08/28/26 Building Dept	13.07		36777	2394	18	420531	214		101000
9	889791-0	08/21/26 Fire Dept	70.70		37003	1000	7	420460	220		101000
10	08/21/26		45.20			5510	10	420730	220		101000
11	891100-0	08/28/26 Dispatch	46.77		37159	1000	5	420160	210		101000
12	886001-0	08/25/26	19.98		37159	1000	5	420160	210		101000
13	886005-0	08/05/26	11.97		37159	1000	5	420160	210		101000
141457	90260S	572 VERIZON WIRELESS	513.33								
1	6150461021	08/07/26 MDT Fees	320.08		37938	1000	5	420140	345		101000
2	6150461021	08/07/26 cell phone fees	193.25		37938	1000	5	420140	220		101000
141459	-98770E	373 MASTERCARD	29,142.06								
1	08/15/26		95.28			1000	3	410500	220		101000
2	08/15/26		29.59			1000	5	420140	220		101000
3	08/15/26		65.89			1000	5	420140	311		101000
4	08/15/26		594.17			1000	5	420140	366		101000
5	08/15/26		2,109.79*			1000	5	420160	220		101000
6	08/15/26		19.99			1000	7	420460	210		101000
7	08/15/26		320.41			1000	7	420460	230		101000
8	08/15/26		32.95			1000	13	460433	210		101000
9	08/15/26		580.56			1000	13	460433	214		101000
10	08/15/26		663.06			1000	13	460433	220		101000
13	08/15/26		334.72			1000	13	460433	230		101000
14	08/15/26		19.98			1000	13	460433	226		101000
15	08/15/26		110.96			1000	13	460433	231		101000
16	08/15/26		70.81			1000	13	460433	360		101000
17	08/15/26		205.15			1000	13	460433	363		101000
18	08/15/26		-382.11			1000	14	460445	214		101000
19	08/15/26		30.50			1000	14	460445	220		101000
20	08/15/26		92.26			1000	14	460445	222		101000
21	08/15/26		12.95			1000	201	431200	210		101000
22	08/15/26		99.99			2220	16	460100	220		101000
23	08/15/26		273.86			2220	16	460100	214		101000
24	08/15/26		50.95			2220	16	460100	311		101000
25	08/15/26		137.75			2220	16	460100	320		101000
26	08/15/26		55.87			2220	16	460100	330		101000
27	08/15/26		501.22			2220	16	460100	382		101000
28	08/15/26		27.25			2394	18	420531	210		101000
30	08/15/26		162.37			2394	18	420531	220		101000
31	08/15/26		19.99			2394	18	420531	220		101000
34	08/15/26		59.49			2510	107	430220	210		101000
36	08/15/26		147.19			2510	107	430220	214		101000
37	08/15/26		218.96			2510	107	430220	220		101000

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Section 8, Item E.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
38	08/15/26		171.62			2510 107 430220	230	101000
39	08/15/26		215.98			2510 107 430220	226	101000
40	08/15/26		977.86			2510 107 430220	363	101000
41	08/15/26		10.69			2510 107 430235	230	101000
42	08/15/26		1,160.00			2510 107 430233	230	101000
43	08/15/26		14.87			2520 108 430220	210	101000
44	08/15/26		36.80			2520 108 430220	214	101000
46	08/15/26		108.75			2520 108 430220	220	101000
47	08/15/26		42.90			2520 108 430220	230	101000
48	08/15/26		244.43			2520 108 430220	363	101000
49	08/15/26		290.00			2520 108 430233	230	101000
50	08/15/26		684.87*			2880 112 460100	214	101000
51	08/15/26		281.38*			2880 112 460100	382	101000
52	08/15/26		143.30			2985 15 450330	220	101004
53	08/15/26		795.00*			2985 15 450330	513	101004
54	08/15/26		400.00			2985 15 450340	220	101000
55	08/15/26		78.00			2985 15 450340	311	101000
56	08/15/26		175.00*			2985 15 450340	334	101000
57	08/15/26		795.09			2985 15 450340	512	101000
59	08/15/26		690.13			4010 501 420460	950 8	101050
60	08/15/26		24.99			5210 22 430530	210	101000
61	08/15/26		551.88			5210 22 430530	220	101000
62	08/15/26		555.29			5210 22 430530	230	101000
63	08/15/26		24.34			5210 22 430530	363	101000
64	08/15/26		43.66			5210 23 430550	210	101000
65	08/15/26		604.78			5210 23 430550	214	101000
66	08/15/26		81.82			5210 23 430550	220	101000
67	08/15/26		1,506.43			5210 23 430550	230	101000
68	08/15/26		12.99			5210 23 430550	220	101000
69	08/15/26		9.99			5210 23 430550	235	102270
70	08/15/26		561.80			5210 23 430550	363	101000
73	08/15/26		10.86			5210 25 430510	220	101000
74	08/15/26		330.05			5210 80 430540	230	101000
75	08/15/26		10.86			5310 29 430610	220	101000
76	08/15/26		43.66			5310 31 430630	210	101000
77	08/15/26		525.77			5310 31 430630	214	101000
78	08/15/26		163.87			5310 31 430630	220	101000
79	08/15/26		1,894.27			5310 31 430630	230	101000
80	08/15/26		561.80			5310 31 430630	363	101000
81	08/15/26		163.64			5310 32 430690	220	101000
82	08/15/26		86.98			5310 33 430640	214	101000
85	08/15/26		930.05			5310 33 430640	220	101000
86	08/15/26		164.58			5310 33 430640	230	101000
87	08/15/26		24.34			5310 33 430640	363	101000
88	08/15/26		3,473.80			5510 10 420730	222	101000

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Section 8, Item E.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
89	08/15/26		951.05			5510	10	420730	230		101000
90	08/15/26		89.73			5610	87	430300	220		101000
91	08/15/26		504.25			5610	87	430300	230		101000
92	08/15/26		233.43			5610	87	430300	230		101000
93	08/15/26		423.60			5610	87	430300	250		101000
94	08/15/26		109.88			5610	87	430300	345		101000
95	08/15/26		23.32			6040	910	430220	210		101000
96	08/15/26		153.95			6040	910	430220	214		101000
97	08/15/26		65.93			6040	910	430220	220		101000
98	08/15/26		145.95			6040	910	430220	363		101000
141460	-98773C	4187 MOFI	1,162.96								
1	08072026	08/07/26 Fire Training CTR pmt#88	642.61		37572	1000	7	490500	654		101000
2	08072026	08/07/26	520.35		37572	1000	7	490500	655		101000
141461	90261S	4076 EXPRESS LAUNDRY, LLC	198.00								
1	83303	08/18/26 City Hall Rugs	34.50		37754	1000	8	411230	350		101000
2	83011	08/04/26 City Hall Rugs	34.50		37742	1000	8	411230	350		101000
3	83323	08/18/26 PD floormats	18.00		37986	1000	5	420140	360		101000
4	82891	07/28/26 Library mats	28.00		37976	2220	16	460100	360		101000
5	83164	08/11/26 Library mats	28.00		37976	2220	16	460100	360		101000
6	83085	08/07/26 Shop rugs & mops	20.50		37779	6040	910	430220	350		101000
7	83575	09/01/26 City Hall Rugs	34.50		37779	1000	8	411230	350		101000
141462	-98766E	1970 MONTANA DAKOTA UTILITIES	45,298.80								
1	08/25/26	GAS/ELECTRIC ~ FD	573.43			1000	7	420460	341		101000
2	08/25/26	GAS/ELECTRIC ~ FD	179.73			1000	7	420460	344		101000
3	08/25/26	GAS/ELECTRIC ~ City Hall	969.99			1000	8	411230	341		101000
4	08/25/26	GAS/ELECTRIC ~ City Hall	83.61			1000	8	411230	344		101000
5	08/25/26	GAS/ELECTRIC ~ Parks	1,957.85			1000	13	460433	341		101000
6	08/25/26	GAS/ELECTRIC ~ Parks	115.08			1000	13	460433	344		101000
7	08/25/26	GAS/ELECTRIC ~ Bath House	141.41			1000	14	460445	341		101000
8	08/25/26	GAS/ELECTRIC ~ Animal Shelter	116.84			1000	21	440600	341		101000
9	08/25/26	GAS/ELECTRIC ~ Animal Shelter	41.25			1000	21	440600	344		101000
10	08/25/26	GAS/ELECTRIC ~ Library	1,484.41			2220	16	460100	341		101000
11	08/25/26	GAS/ELECTRIC ~ Library	82.27			2220	16	460100	344		101000
14	08/25/26	GAS/ELECTRIC ~ District 165	4,491.92			2400	46	430263	341		101000
15	08/25/26	GAS/ELECTRIC ~ Rental Fee	8,814.20			2400	46	430263	533		101000
16	08/25/26	GAS/ELECTRIC ~ District 167	634.40			2420	48	430263	341		101000
17	08/25/26	GAS/ELECTRIC ~ Rental Fee	1,062.00			2420	48	430263	533		101000
18	08/25/26	GAS/ELECTRIC ~ District 171	59.23			2430	49	430263	341		101000
19	08/25/26	GAS/ELECTRIC ~ District 172	690.35			2440	50	430263	341		101000
20	08/25/26	GAS/ELECTRIC ~ District 202	131.60			2470	72	430263	341		101000
21	08/25/26	GAS/ELECTRIC ~ Rental Fee	325.90			2470	72	430263	533		101000
22	08/25/26	GAS/ELECTRIC ~ District 173	38.13			2480	47	430263	341		101000

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23	08/25/26	GAS/ELECTRIC ~ Sewer Lift	158.48			2510	107	430220	341		101000
28	08/25/26	GAS/ELECTRIC ~ Water Plant	9,452.64			5210	22	430530	341		101000
30	08/25/26	GAS/ELECTRIC ~ Water Plant	386.03			5210	22	430530	344		101000
31	08/25/26	GAS/ELECTRIC ~ Fish & Game	18.02			5210	23	430550	341		101000
32	08/25/26	GAS/ELECTRIC ~ Fish & Game	10.46			5210	23	430550	344		101000
33	08/25/26	GAS/ELECTRIC ~ Fish & Game	18.02			5310	31	430630	341		101000
34	08/25/26	GAS/ELECTRIC ~ Fish & Game	10.46			5310	31	430630	344		101000
35	08/25/26	GAS/ELECTRIC ~ Sewer Lift	2,453.72			5310	32	430690	341		101000
36	08/25/26	GAS/ELECTRIC ~ Sewer Lift	124.66			5310	32	430690	344		101000
38	08/25/26	GAS/ELECTRIC ~ Ambulance	366.62			5510	10	420730	341		101000
39	08/25/26	GAS/ELECTRIC ~ Ambulance	114.91			5510	10	420730	344		101000
42	08/25/26	GAS/ELECTRIC ~ Shop	684.93			6040	910	430220	341		101000
43	08/25/26	GAS/ELECTRIC ~ Shop	47.40			6040	910	430220	344		101000
44	08/25/26	FISH & GAME ~ ELECTRIC	28.84			2510	107	430220	341		101000
45	08/25/26	FISH & GAME ~ ELECTRIC	16.74			2510	107	430220	344		101000
46	08/25/26	FISH & GAME ~ ELECTRIC	7.21			2520	108	430220	341		101000
47	08/25/26	FISH & GAME ~ ELECTRIC	4.18			2520	108	430220	344		101000
50	08/25/26	Airport Electric	1,409.91			5610	87	430300	341		101000
51	08/25/26	Airport Gas	325.35			5610	87	430300	344		101000
54	08/25/26	N Daly Sewer Treatment Plant	5,913.91			5310	33	430640	341		101000
55	08/25/26	419 N 7th PD gallery	671.88			1000	5	420140	341		101000
56	08/25/26	419 N 7th PD Gallery	126.36			1000	5	420140	344		101000
57	08/25/26	2800 Firehall New bld	954.47			4010	501	420460	950	8	101050
141463	90262S	371 GENERAL DISTRIBUTING CO.	209.34								
1	1664911	07/31/26 02 on Account # 47473	63.09		36489	5510	10	420730	222		101000
2	1667620	08/05/26 02 on acct# 47473	82.16		36492	5510	10	420730	222		101000
3	1675718	08/31/26 Nitrous	64.09		37004	5510	10	420730	222		101000
141464	90263S	4386 KIMBERLY MEES	750.00								
1	08292026	08/29/26 Aug 26 PD cleaning	750.00		37940	1000	5	420140	350		101000
141465	90264S	4429 RICE & MARTIN, P.C.	100.00								
1	08242026	08/24/26 Law Library Prof Services	100.00			1000	4	411100	350		101000
141466	-98775C	4466 Pintler	5,467.59								
1	2900	08/03/26 July 26 ambulance billing	5,382.05			5510	10	420730	350		101000
2		merchant srvcs fees	85.54			5510	10	420730	350		101000
141467	90265S	1120 C & J ELECTRIC	199.56								
1	9398	07/21/26 wire up new outlet BLM rental	199.56*		2077	5610	87	430300	367		101000

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141468	90266S	4190 IMAGE TREND, INC.	8,986.19								
1	INV126325	07/22/26 AMB-annual fees	8,986.19		36491	5510	10	420730	360		101000
141469	90267S	316 DATA IMAGING SYSTEMS, INC	1,200.00								
1	19574	08/31/26 Finance General	185.43			1000	3	410500	360		101000
2		Finance & Administration Water	116.04			5210	25	430510	360		101000
3		Finance & Administration Sewer	116.05			5310	29	430610	360		101000
4		Mayor	61.81			1000	1	410200	360		101000
5		Planning & Community Services	61.81			1000	36	411020	360		101000
6		Public Utilities Water	133.51			5210	23	430550	360		101000
7		Public Utilites Sewer	133.51			5310	31	430630	360		101000
8		Public Works Maint 204	87.77			2510	107	430220	360		101000
9		Public Works Maint 205	46.98			2520	108	430220	360		101000
10		Treasurer	61.81			1000	9	410540	360		101000
11		TIF	61.81			2310	11	460462	360		101000
12		Building Inspector	133.47			2394	18	420531	360		101000
141470	90251S	1721 MID RIVERS TELEPHONE CORP	1,936.87								
		**waiting for the Library purchase order									
3		08/01/26 LIBRARY	157.93		37971	2220	16	460100	345		101000
4		08/01/26	60.00		37971	2220	16	460100	347		101000
6		08/01/26 911 EMERGENCY	512.96		37155	2850	105	420140	345		101000
7		08/01/26 911 Emergency line 2	482.31		37154	2850	105	420140	341		101000
8		08/01/26 RSVP-internet	73.04		36394	2985	15	450340	345		101000
9		08/01/26 AIRPORT	59.28		2069	5610	87	430300	345		101000
11		08/01/26	60.00		2069	5610	87	430300	347		101000
14		08/01/26 FINANCE	35.55			1000	3	410500	347		101000
17		POLICE	35.62			1000	5	420140	347		101000
18		08/01/26 PD/DISPATCH	68.36			1000	5	420160	345		101000
20		FIRE	35.62			1000	7	420460	347		101000
22		PARK DEPT	35.62			1000	13	460433	347		101000
24		ANIMAL CONTROL	35.62			1000	21	440600	347		101000
26		WATER PLANT	35.62			5210	22	430530	347		101000
27		WATER LINES	35.62			5210	23	430550	347		101000
28		WATER ADMINISTRATION	35.62			5210	25	430510	347		101000
29		SEWER LINES	35.62			5310	31	430630	347		101000
30		WASTEWATER TREATMENT PLANT	35.62			5310	33	430640	347		101000
31		AMBULANCE	35.62			5510	10	420730	347		101000
32		08/01/26 CITY SHOP	35.62			6040	910	430220	347		101000
33		Wastewater Adm	35.62			5310	29	430610	347		101000

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141471	90252S	4487 RANGE	2,217.50								
1	08/01/26	MAYOR	57.75			1000	1	410200	345		101000
2		FINANCE/ADMIN	132.08			1000	3	410500	345		101000
3		ATTORNEY	57.75			1000	4	411100	345		101000
4		CITY COURT	147.25			1000	6	410300	345		101000
5		TREASURER	57.75			1000	9	410540	345		101000
6		PARK DEPT	57.75			1000	13	460433	345		101000
7		FLOOD	57.75			1000	201	431200	345		101000
8		BUILDING INSPECTION	57.74			2394	18	420531	345		101000
9		MMD #204	50.11			2510	107	430220	345		101000
10		MMD #205	27.21			2520	108	430220	345		101000
11		WATER ADMINISTRATION	95.91			5210	25	430510	345		101000
12		WASTEWATER ADMIN	95.91			5310	29	430610	345		101000
13		RSVP-telephone	96.34		36395	2985	15	450340	345		101000
14		AMBULANCE	243.05			5510	10	420730	345		101000
15		FIRE	425.15			1000	7	420460	345		101000
16		POLICE DEPT	230.50		37931	1000	5	420140	345		101000
17		ANIMAL CONTROL	14.50		37931	1000	21	440600	345		101000
22		CITYSHOP-breakdown	142.00		37743	6040	910	430220	345		101000
23		WATERPLANT	123.00		37490	5210	22	430530	345		101000
24		WASTE WATER	48.00		37490	5310	33	430640	345		101000
141472	90268S	4375 SNAP ON	3,099.00								
1	090126404q	09/01/26 Solus Plus scanner	3,099.00		37775	6040	910	430220	214		101000
141474	-98772E	4491 VANCO	72.40								
**run ACH only through BMS											
1	16459502	08/03/26 July 26 portal fees	36.20		37487	5210	25	430510	350		101000
2			36.20			5310	29	430610	350		101000
141475	-98786C	3292 WESTERN PEAKS LOGISTICS LLC	816.92								
WTP inv# 1269WPL-80465, 1269WPL=81665											
Library inv# 1284WPL-15-81275											
1	1269WPL-80	05/23/26 WTP-delivery	69.11		36536	5210	80	430540	352		101000
3	1269WPL-81	07/11/26 WTP-water sample	65.13		374.85	5210	80	430540	352		101000
4	1284WPL-15	06/30/26 Library courier service	682.68		37963	2880	39	460100	311		101000
141476	90269S	700 CUSTER COUNTY WATER & SEWER	18,293.76								
1	0826trial	08/29/26 CCWSD Water/Sewer	18,293.76		700	7980		211020			101000

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141477	-98768C	523 City Service Valcon dba,	1,226.73								
1	INV-455144	08/04/26 5000 gal truck loan #60	1,221.62		1337	5610	87	490500	650		101000
2	INV-455144	08/04/26 5000 gal truck int #60	5.11		1337	5610	87	490500	651		101000
7											
141478	-98771E	4360 ALLEGIANCE BENEFIT PLAN MGMT	102.50								
1	00607	07/28/26 July 26 HSA/FSA admin fees	34.16		37568	1000	5	420140	143		101000
2	07/28/26		34.17			2510	107	430220	143		101000
3	07/28/26		34.17			5210	22	430530	143		101000
141479	-98782C	523 City Service Valcon dba,	86,045.38								
1	INV442995	07/15/26 10K jetA+ fuel	40,221.86		2075	5610	87	430300	237		101000
2	INV452793	07/28/26 9601 JetA+ fuel	45,823.52		2068	5610	87	430300	237		101000
141480	-98784C	1921 MONTANA MUNICIPAL INTERLOCAL	315.66								
	pay ACH on bank side too										
1	462131	08/01/26 Aug 2026 retiree premiums	315.66		37570	1000		362022			101000
141481	-98769E	4519 CITY OF MILES CITY-UTILITIES	1,055.26								
1	08/01/26	CITY WTR/SWR CHARGES/PAYMENTS	38.92			1000	7	420460	342		101000
2		CITY WTR/SWR CHARGES/PAYMENTS	46.66			1000	7	420460	343		101000
3		CITY WTR/SWR CHARGES/PAYMENTS	24.89			5510	10	420730	342		101000
4		CITY WTR/SWR CHARGES/PAYMENTS	29.84			5510	10	420730	343		101000
5		CITY WTR/SWR CHARGES/PAYMENTS	63.81			1000	8	411230	342		101000
6		CITY WTR/SWR CHARGES/PAYMENTS	76.50			1000	8	411230	343		101000
7		CITY WTR/SWR CHARGES/PAYMENTS	46.22			1000	5	420140	342		101000
8		CITY WTR/SWR CHARGES/PAYMENTS	34.66			1000	5	420140	343		101000
9		CITY WTR/SWR CHARGES/PAYMENTS	213.78			1000	13	460433	342		101000
10		CITY WTR/SWR CHARGES/PAYMENTS	50.20			1000	13	460433	343		101000
11		CITY WTR/SWR CHARGES/PAYMENTS	25.80			1000	21	440600	342		101000
12		CITY WTR/SWR CHARGES/PAYMENTS	30.49			1000	21	440600	343		101000
15		CITY WTR/SWR CHARGES/PAYMENTS	26.78			2220	16	460100	342		101000
16		CITY WTR/SWR CHARGES/PAYMENTS	31.10			2220	16	460100	343		101000
18		CITY WTR/SWR CHARGES/PAYMENTS	44.00			5310	33	430640	342		101000
20		CITY WTR/SWR CHARGES/PAYMENTS	126.52			6040	910	430220	342		101000
21		CITY WTR/SWR CHARGES/PAYMENTS	145.09			6040	910	430220	343		101000
141482	-98765C	3292 WESTERN PEAKS LOGISTICS LLC	505.64								
1	80201	05/09/26 water sample delivery	69.61		37492	5210	80	430540	352		101000
2	1284WP15-8	07/31/26 Library courier srvcs	436.03		37977	2880	39	460100	311		101000

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141505	-98777C 4440 Odra LLC		812.10					
1	23667 07/17/26 unit 44-Fan cooler		649.68		37724	2510 107 430220	363	101000
2	07/17/26		162.42			2520 108 430220	363	101000
141508	-98778C 4501 CBO CONSULTING SERVICES OF		1,000.00					
1	11014 08/01/26 Consultant fees/building insp		1,000.00		36773	2394 18 420531	350	101000
141514	-98781C 4363 MONTANA MUNICIPAL INTERLOCAL		230,549.00					
1	26-27 liab 07/01/26 26-27 liability		63,432.27			1000 3 410500	513	101000
2	26-27 liability insurance		5,409.14*			2220 16 460100	513	101000
3	26-27 liability insurance		154.29			2310 11 460462	513	101000
4	26-27 liability insurance		1,631.26*			2394 18 510330	513	101000
5	26-27 liability insurance		39,694.15*			2510 107 430220	513	101000
6	26-27 liability insurance		10,067.96			2520 108 430220	513	101000
7	26-27 liability insurance		83.48			2540 109 510330	513	101000
8	26-27 liability insurance		13,803.49*			5210 25 510330	513	101000
9	26-27 liability insurance		82,567.77			5310 29 510330	513	101000
10	26-27 liability insurance		10,761.64			5510 10 510330	513	101000
11	26-27 liability insurance		2,943.55			6040 910 510330	513	101000
141515	-98780C 4399 MONTANA MUNICIPAL INTERLOCAL		120,603.50					
1	080-prop-2 07/01/26 Property Insurance		5,636.64			1000 8 411230	511	101000
2	Property Insurance		163.82			1000 21 440600	511	101000
3	Property Insurance		5,924.74			1000 7 420460	511	101000
4	Property Insurance		6,179.30*			1000 13 460433	511	101000
5	Property Insurance		2,538.05*			1000 5 420140	511	101000
6	Property Insurance		5,639.35			2220 16 460100	511	101000
7	Property Insurance		15,935.31*			5210 22 430530	511	101000
8	Property Insurance		7,161.65			5210 23 430550	511	101000
9	Property Insurance		20,086.96			5310 33 430640	511	101000
10	Property Insurance		3,313.91			5310 32 430690	511	101000
11	Property Insurance		3,787.95			5510 10 420730	511	101000
12	Property Insurance		1,352.36			2510 107 430220	511	101000
13	Property Insurance		338.09*			2520 108 430220	511	101000
14	Property Insurance		486.48*			2850 105 420140	512	101000
15	Property Insurance		29.80*			2985 15 450330	513	101000
16	Property Insurance		8,716.59			5610 87 430300	511	101000
17	Vehicle & Equipment Insurance		2,598.25			1000 5 420140	512	101000
18	Vehicle & Equipment Insurance		9,331.09*			1000 7 420460	512	101000
19	Vehicle & Equipment Insurance		3,749.01*			5510 10 420730	512	101000
20	Vehicle & Equipment Insurance		1,140.94			1000 13 460433	512	101000
21	Vehicle & Equipment Insurance		1,128.77			5210 23 430550	512	101000
22	Vehicle & Equipment Insurance		1,781.32			5310 31 430630	512	101000
23	Vehicle & Equipment Insurance		155.90			5210 22 430530	512	101000

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24	Vehicle & Equipment Insurance		1,902.65			5310	33	430640	512		101000
25	Vehicle & Equipment Insurance		3,238.89			5610	87	430300	512		101000
26	Vehicle & Equipment Insurance		194.08*			2394	18	510330	512		101000
27	Vehicle & Equipment Insurance		5,831.28*			2510	107	430220	512		101000
28	Vehicle & Equipment Insurance		1,457.82			2520	108	430220	512		101000
29	Crime and Fidelity Insurance		802.50			1000	3	410500	521		101000
141516	-98763C	3286 WPCI	33.00								
1	s175110	07/31/26 Parks Emp random testing	33.00		37571	1000	13	460433	350		101000
141517	90253S	267 HAYNES ENTERPRISES	26,115.88								
1	8272	06/01/26 Alley proj-window wells	1,794.67		37751	2510	107	430233	230		101000
2	8294	08/03/26 800 Main-S Side alley	24,321.21		37751	2510	107	430233	230		101000
141518	90254S	408 BRENNTAG PACIFIC, INC.	12,240.00								
1	BPI622285	08/04/26 water treatment chemical	12,240.00		37494	5210	80	430540	222		101000
141519	90270S	1737 MC AREA SOLID WASTE DISTRICT	588.95								
1	Q-626B	06/30/26 Quarterly Apr,May,Jun 26	71.12			6040	910	430220	346		101000
2			71.12			5210	22	430530	346		101000
3			47.41			1000	7	420460	346		101000
4			47.41			5510	10	420730	346		101000
5			47.41			1000	8	411230	346		101000
6			237.06			1000	13	460433	346		101000
7			47.42			5310	33	430640	346		101000
8	158162	08/11/26 old Air conditioner	20.00		37758	1000	13	460433	346		101000
141520	90271S	4038 BOBCAT OF MILES CITY	95,872.95								
1	01-90247	08/13/26 Airport-tool cat mower	367.29		2078	5610	87	430300	230		101000
2	01-108221	08/26/26 Bobcat T740 skidsteer	19,340.25		37760	5210	23	430550	940		101000
3			19,340.25			5310	31	430630	940		101000
4			38,680.50			4060	911	430233	940		101000
5	01-108252	08/27/26 Flail cutter for	11,092.03		37764	2510	107	430220	940		101000
6			2,773.01			2520	108	430220	940		101000
7	01-90498	08/27/26 Rammer-compacter	1,400.00		377964	2510	107	430220	940		101000
8			350.00			2520	108	430220	940		101000
9			874.99			5210	23	430550	940		101000
10			875.00			5310	31	430630	940		101000
11	01-90505	08/27/26 lights for bobcat	194.91		37773	5210	23	430550	230		101000
12			194.91			5310	31	430630	230		101000
13			311.85			2510	107	430220	230		101000
14			77.96			2520	108	430220	230		101000

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141522	90272S	2510 QUAD K SUPPLY	126.00								
1	76964	08/03/26 library-kleenex	42.00		37975	2220	16	460100	220		101000
2	76972	08/04/26 Airport-bathroom supplies	84.00		2072	5610	87	430300	220		101000
141523	90273S	4271 WESTERN PROLINE	1,100.00								
1	0004208-in	07/22/26 Geotextile	880.00		37777	2510	107	430233	230		101000
2			220.00			2520	108	430233	230		101000
141524	90274S	4000 AG PARTNERS. LLC	225.00								
1	IB9661	08/06/26 Airport-weed spray	165.00		2076	5610	87	430300	230		101000
2	IB9662	08/06/26 airport-weed spray	60.00		2076	5610	87	430300	230		101000
141525	90275S	999999 ROSEBUD COUNTY LIBRARY	25.00								
1	08072026	08/07/26 RSVP-room rent	25.00		36397	2985	15	450340	220		101000
141526	90276S	870 EAST MAIN ANIMAL CLINIC	122.00								
1	2885	08/03/26 vets fees dogs&cats	122.00		37932	1000	21	440600	350		101000
141527	90277S	2560 REGAN PLUMBING & HEATING	335.30								
1	222-19771	08/03/26 Wibaux FTN supplies	110.82		37746	2510	107	430230	350		101000
2	222-19725	07/27/26 FTN suppiles/sprinklers	187.83		37752	1000	13	460435	350		101000
3	222-19822	08/18/26 Wibaus Prk supplies	32.07		37759	1000	13	460433	220		101000
4	222-19843	08/20/26 Wibaux Park supplies	4.58		37759	1000	13	460433	220		101000
141528	90278S	999999 TOM SPEELMON	366.20								
1	08152026pa	08/15/26 dental ded reimbursement	16.00		37576	7910		212208			101000
2	08152026pa	08/15/26 vision ded reimbursement	2.70		37576	7910		212208			101000
3	08152026pa	08/15/26 health ins ded	347.50		37576	7910		212208			101000
141529	90279S	1361 INTERSTATE ENGINEERING	11,490.76								
1	62602	08/12/26 Wibaux Fountain proj	11,490.76		37749	2510	107	430230	350		101000
141530	90280S	910 EVERGREEN LANDSCAPING	1,408.56								
Full INV# 20251119110425 - 2025111911047049											
1	11047056	08/10/26 WWTP-sprinkler repairs	397.56		37497	5310	33	430640	360		101000
2	11047049	08/10/26 parks-sprinklers	1,011.00		37753	1000	13	460433	230		101000
141531	-98761C	1407 KLJ ENGINEERING LLC	32,712.00								
1	19392	08/12/26 Yellowstone Levee phase I	26,550.00		37750	1000	201	431200	350	3	101000
2	19151	08/07/26 Darling ADD Phase 4 design	2,033.46		37745	5210	23	430550	357		101000
3	08/07/26		924.30			5310	31	430630	357		101000
4	08/07/26		3,204.24			2510	107	430236	350		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
141532	90281S	4139 BILLINGS PRECAST	4,080.00								
1	77573	07/24/26 storm vent cover & frames	3,264.00		37744	2510	107	430235	230		101000
2		07/24/26	816.00			2520	108	430235	230		101000
141533	90282S	4218 CUSTER COUNTY TRANSIT	51.00								
1	08052026	08/05/26 July 26 volunteer rides	51.00		36396`	2985	15	450330	379		101004
141534	90283S	4542 BLUE EARTH PRODUCTS	550.00								
1	001373	06/18/26 media analysis	550.00		37491	5210	22	430530	350		101000
141535	90284S	1780 MILES CITY MOTOR SUPPLY	572.35								
1	140904	07/17/26 spark plugs/wires, oil	114.45		2074	5610	87	430300	230		101000
2	141540	07/22/26 paint remover	128.99		2074	5610	87	430300	230		101000
3	142437	07/29/26 ingnition coil	81.99		2074	5610	87	430300	230		101000
4	142605	07/30/26 subaru belt brake cleaner	81.67		2074	5610	87	430300	230		101000
5	142625	07/30/26 Subaru sparkplugs,	121.77		2074	5610	87	430300	230		101000
6	142629	07/30/26 oil	28.99		2074	5610	87	430300	230		101000
7	142700	07/30/26 floor dry	14.49		2074	5610	87	430300	230		101000
141536	90285S	4171 FERGUSON WATERWORKS #1701	2,556.00								
1	965206	08/07/26 4" waterline couplers	2,556.00		37496	5210	23	430550	230		101000
141537	-98764C	406 BRODY CHEMICAL	23.08								
1	83574	08/05/26 Finance charge for chemical	23.08		37495	5310	33	430640	222		101000
141538	-98767C	4019 WEX BANK	13,579.60								
1	114208780	07/31/26 Parks~ fuel	1,575.58		37741	1000	13	460433	231		101000
2	114208780	07/31/26 Pub Works~ fuel	3,510.44		37741	2510	107	430220	231		101000
3		07/31/26	877.61			2520	108	430220	231		101000
4	114208780	07/31/26 WTP~fuel	107.64		37486	5210	22	430530	231		101000
5	114208780	07/31/26 WWTP~fuel	417.47		37486	5310	32	430690	231		101000
6	114208780	07/31/26 Fire Dept~fuel	848.89		36495	1000	7	420460	231		101000
7	114208780	07/31/26 Amb dept~fuel	1,245.05		36495	5510	10	420730	231		101000
8	114208780	07/31/26 Police Dept~fuel	3,656.80		37929	1000	5	420140	231		101000
9	114208780	07/31/26 Animal control~fuel	182.86		37929	1000	21	440600	231		101000
10	114208780	07/31/26 Dispatch Dept~fuel	115.38		37157	1000	5	420160	231		101000
11	114208780	07/31/26 Pub Utilities~fuel	428.66		37486	5210	23	430550	231		101000
12			428.66			5310	31	430630	231		101000
13	114208780	07/31/26 Airport~fuel	184.56		2073	5610	87	430300	231		101000

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141539	90286S	4474 BILLINGS CLINIC PATIENT	630.00					
1	203697	08/05/26 victim assault exam-PD	630.00		37933	1000 5 420140	350	101000
141540	90287S	4080 INGRAHAM ENVIRONMENTAL INC.	1,180.00					
1	17242	07/31/26 Remove & dispose of muffler	1,180.00		37498	5310 32 430690	360	101000
141541	90288S	1859 MLEA	2,340.00					
		Police academy LEOB#190 4/28/26-7/21/26						
1	26236	08/12/26 Nord-Academy lodging/meals	2,340.00		37934	1000 5 420140	380	101000
141542	90255S	4005 DEPT OF LABOR & INDUSTRY	545.61					
1	08212026	08/21/26 Building code education	545.61		36775	2394 18 420531	220	101000
141543	90289S	763 DIAMOND J CONSTRUCTION	259,950.77					
1	PayAPP3	08/25/26 Draw3-Wibaux park fountain	78,975.20		37762	1000 13 460435	350	101000
2	PayApp2	07/25/26 Draw2-Wibaus park fountain	126,959.35		37762	1000 13 460435	350	101000
3			50,716.22			2510 107 430230	350	101000
4	2197	08/24/26 8" water line repair-Wibaux	3,300.00		37769	2510 107 430230	350	101000
141544	90290S	4253 DOUBLE J CONCRETE & CARPENTRY,	3,559.50					
1	0005	08/24/26 2301 Pleasant ADA	3,559.50		37761	2510 107 430235	230	101000
141545	90291S	4464 GREAT WEST ENGINEERING	6,718.55					
1	40536	08/19/26 Storm PER	5,374.84		37755	2510 107 430235	350	101000
2		08/19/26	1,343.71			2520 108 430235	350	101000
141546	90292S	4109 CHS-FARMERS ELEVATOR	28.00					
1	103870	08/17/26 Grease for EQ	28.00		37757	1000 13 460433	231	101000
141547	90293S	4026 JACKSON CONTRACTOR GROUP INC	254,884.18					
1	PayApp12	06/24/26 Fire Dept Pay App 12	254,884.18		35200	4010 501 420460	950 8	101050
141548	90294S	771 DEPT OF REVENUE	2,574.58					
1	PayApp12	06/24/26 FD 1% Gross receipt	2,574.58		37577	4010 501 420460	950 8	101050
141549	90295S	4384 BROSZ ENGINEERING INC	8,557.50					
1	MC44808U	08/05/26 Fire Hydrant Project	8,557.50		36494	4010 501 420460	950 8	101050
141550	90296S	268 MILES CITY SANITATION INC.	74.00					
1	68169470	08/01/26 Police Dept garbage servcs	74.00		37935	1000 5 420140	220	101000

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Claim Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
141551	90297S	4113 MONTANA CORRECTIONAL	9,600.00					
1	95850	08/06/26 Fire Dept furniture FFE	9,600.00		36499	4010 501 420460	950 8	101050
141552	90298S	869 EAST MONT COMMUNICATIONS	10,416.00					
1	30574	07/24/26 FD-radio console installation	8,978.00		36496	4010 501 420460	950 8	101050
2	30594	07/28/26 Raido equipment	1,438.00		36497	4010 501 420460	950 8	101050
141553	90299S	4234 GREEN PRO SOLUTIONS	6,464.75					
1	29200	08/17/26 lift station degreaser	3,598.50		37353	5310 32 430690	230	101000
2	29200	08/17/26 Deodorant blocks, control	2,866.25		37353	5310 31 430630	220	101000
141554	90300S	4254 MC ELECTRIC, LLC	3,723.20					
1	8868	08/18/26 repair sludge pump contrl	3,723.20		37352	5210 22 430530	350	101000
141555	90301S	4340 VALLI INFORMATION SYSTEMS	3,143.70					
1	107277	08/18/26 July water/sewer bills	1,571.85		37351	5210 25 430510	320	101000
2		08/18/26	1,571.85			5310 29 430610	320	101000
141556	90302S	147 A+ ELECTRIC MOTOR, INC	13,015.67					
1	6522241	07/28/26 WTP-150hp motor repair	13,015.67		37500	5210 22 430530	350	101000
141557	90303S	1896 HAWKINS, INC	1,851.65					
1	7517780	07/31/26 returned unused chemical	-296.65		37499	5210 80 430540	222	101000
2	7517781	07/31/26 Chlorine 1 ton cylinder	2,148.30		37499	5210 80 430540	222	101000
141558	90304S	902 ENERGY LABORATORIES INC	2,616.00					
1	802131	07/31/26 bacterialogical tests-wwtp	190.00		37354	5210 80 430540	352	101000
2	803923	08/07/26	190.00		37354	5210 80 430540	352	101000
3	806344	08/18/26	152.00		37354	5210 80 430540	352	101000
4	806998	08/20/26	190.00		37354	5210 80 430540	352	101000
5	806342	08/18/26 Nutrient test -wwtp	134.00		37354	5310 33 430640	352	101000
6	808479	08/26/26 Toxicity test - wwtp	1,760.00		37354	5310 33 430640	352	101000
141559	90305S	4549 FARONICS TECHNOLOGIES USA, INC	504.00					
1	00272510mc	08/19/26 compumter management	504.00		37978	2220 16 460100	350	101000
141560	90306S	286 STANLEY CHIROPRACTIC OFFICE	610.00					
1	08082026	08/25/26 Decker screening	35.00		37765	6040 910 430220	220	101000
2		Ferrell & goodsell cdl	168.00			2510 107 430220	220	101000
3			42.00			2520 108 430220	220	101000
4		Johnson CDL	52.50			5210 23 430550	220	101000
5			52.50			5310 31 430630	220	101000
6		Kinsey & Stone cdl, screening	155.00			1000 13 460433	220	101000
7		Langkau-CDL	105.00		2085	5610 87 430300	350	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
141561	90307S	771 DEPT OF REVENUE	27.92								
1	PayApp1	08/27/26 NORpac 1% gross recpt	27.92		37356	5210	22	430530	360		101000
141562	90308S	4550 NORPAC SHEET METAL INC	2,764.50								
1	PayApp1	08/26/26 WTP Heater replacement	2,764.50		37355	5210	22	430530	360		101000
141564	90309S	671 CUSTER COUNTY TREASURER	1,950.00								
1	09012026	09/01/26 RSVP-oct,nov,dec 26 lease	1,950.00		36398	2985	15	450340	530		101000
141565	90310S	4162 CROSS PETROLEUM SERVICE	684.96								
1	147435	08/25/26 aviation 20W-50	684.96		2079	5610	87	430300	250		101000
141566	90311S	4495 Breakpoint Industries Inc	60.00								
1	1729	08/26/26 rock chip repair AC vehicle	60.00		37939	1000	5	420140	366		101000
141567	90312S	999999 MATT ROBB	74.64								
	July and Aug 26										
1	08062026	08/06/26 Jul,Aug 26 phone reimburse	74.64		37937	1000	5	420140	220		101000
141568	90313S	288 MILES CITY AREA CHAMBER OF	89.82								
1	7125341	08/25/26 RSVP bulk mailing	89.82		36399	2985	15	450340	311		101000
141569	90314S	999999 MILES CITY SADDLERY	13,648.43								
1	08272026	06/26/26 alley parking TIFD award	13,648.43		37578	2310	11	460466	730		101000
141570	90315S	2903 TIRE-RAMA	865.96								
1	106-28033	08/27/26 Tires for A.C vehicle	839.96		37941	1000	5	420140	366		101000
2	106-27812	08/19/26 FD-building move nail in	26.00		36498	4010	501	420460	950		101000
141571	90316S	4541 INTERNATIONAL CODE COUNCIL	1,600.00								
1	1002324973	08/03/26 sprinkler review	1,300.00		36779	2394	18	420531	350		101000
2	1002322615	07/29/26 mechanical review	300.00		36779	2394	18	420531	350		101000
141572	90317S	4551 VALLEY PLUMBING, HEATING AND	146.45								
1	1594	08/24/26 urinal repair	146.45*		2080	5610	87	430300	367		101000
141573	90318S	4426 APG YELLOWSTONE NEWS	883.95								
1	761210	08/04/26 intent to lease	398.02			1000	36	411020	331		101000
2	770458	08/13/26 zoning public hearing	140.66		37748	1000	36	411020	331		101000
3	772104	08/20/26 FP legal-Transco	90.64		37756	1000	201	431200	331		101000
4	772108	08/20/26 FP-legal 823 yellwestone	90.64		37756	1000	201	431200	331		101000
5	772106	08/20/26 legal-zone meet 9/16	90.00		37756	1000	36	411020	331		101000
6	774379	08/27/26 vacate front st-leg ad	73.99		37770	2520	108	430220	331		101000

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141574	90319S	4545 OLD SCHOOL CONCRETE LLC	4,461.00					
1	09012026	09/01/26 803 N Mt ADA	4,461.00		37772	2510 107 430235	230	101000
141577	90320S	999999 MED-TECH RESOURCES	288.88					
1	160456	07/27/26 Megamover Trasfer chair	288.88		36487	5510 10 420730	222	101000
141578	90321S	4104 BILLINGS CLINIC OCCUPATIONAL	900.00					
1	313EM1124	07/09/26 Exam-Tretheway	450.00		37001	1000 7 420460	350	101000
2	307EM1124	07/09/26 Exam-Harbaugh	450.00		37001	1000 7 420460	350	101000
141579	90322S	2847 STEADMANS ACE HARDWARE	72.97					
1	697904	07/25/26 appliance parts for hookup	72.97		37002	4010 501 420460	950 8	101050
# of Claims 96 Total:			1,545,331.33					
Total Electronic Claims			725,212.36	Total Non-Electronic Claims		820,118.97		

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	441,716.18
2220 LIBRARY	
101000 Cash - Operating	14,612.62
2310 TIFD-Downtown	
101000 Cash - Operating	13,864.53
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	5,384.84
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	13,306.12
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	1,696.40
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	59.23
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	690.35
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	595.00
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	457.50
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	38.13
2510 STR MAINT DIST #204	
101000 Cash - Operating	184,412.91
2520 STR MAINT DIST #205	
101000 Cash - Operating	19,423.90
2540 STR MAINT DIST#207-(MILESTOWN ESTATES)	
101000 Cash - Operating	83.48
2850 Southeastern Montana Dispatch-911	
101000 Cash - Operating	1,481.75
2880 LIBRARY GRANTS	
101000 Cash - Operating	2,084.96
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	3,712.09
101004 RSVP Non-Federal Cash Operating-Custer	989.30
3670 SID 211	
101000 Cash - Operating	2,495.23
4010 Fire Dept Captial Imprvmt Fund	
101000 Cash - Operating	26.00
101050 CASH-FD Building Bond	287,749.83
4060 CAPITAL IMPROV-PUBLIC WORKS	
101000 Cash - Operating	38,680.50
5210 WATER UTILITY	
101000 Cash - Operating	118,741.82
102270 Cash - Curb Stop Replacement Fee	9.99
5310 SEWER UTILITY	
101000 Cash - Operating	164,153.15
5510 AMBULANCE FUND	
101000 Cash - Operating	39,828.04
5610 AIRPORT OPERATING	
101000 Cash - Operating	162,637.64
6040 PUBLIC WORKS	
101000 Cash - Operating	7,739.88

Fund/Account	Amount
7910 PAYROLL FUND	
101000 Cash - Operating	366.20
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	18,293.76
Total:	1,545,331.33