



# CITY OF MILES CITY

## Regular Council Meeting Agenda

December 09, 2025 at 6:00 PM

City Council Chambers and online at zoom.us

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Zoom ID: 4062343462 | Passcode: 59301

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

#### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

- [A.](#) SPENCER HAYNES IS REQUESTING THAT THE CITY ENFORCE SECTION 15-11 OF THE MT CODE OF ORDINANCES THAT PERTAINS TO THE MAINTENANCE OF SIDEWALKS AS HE HAS NOTICED BUSINESSES ALONG HAYNES AVENUE THAT ARE NOT DOING SO.

#### 2. VACANCY INTERVIEWS

- [A.](#) WARD II COUNCIL INTERVIEWS

#### 3. APPOINTMENTS

- A. WARD II COUNCIL MEMBER
- [B.](#) URBAN RENEWAL AGENCY BOARD OF COMMISSIONERS (TIFD)  
-CITY RESIDENT - BRANDON JANSSEN

#### 4. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- [A.](#) Regular City Council Meeting 2025 1125

#### 5. SCHEDULE MEETINGS

#### 6. STAFF REPORTS & OTHER COMMITTEE MINUTES

- [A.](#) Planning Staff Report & Draft Resolution for Lot 8 Tract E Industrial Site Lease.
- [B.](#) TIFD MINUTES 2025 1121

#### 7. CITY COUNCIL COMMENTS

#### 8. MAYOR COMMENTS

#### 9. BID AWARDS

- [A.](#) CONNORS STADIUM ROOF (Finance Committee Recommends Approving).

## 10. UNFINISHED BUSINESS

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

## 11. NEW BUSINESS

- A.** RESOLUTION NO. 4656 - A RESOLUTION OF THE CITY OF MILES CITY APPROVING "SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT" WITH SAFEBUILT LLC, FOR SUPPLEMENTAL BUILDING PLAN REVIEW SERVICES.
- B.** RESOLUTION NO. 4657 - A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND THREE G CONSTRUCTION, LLC AND BEAR BUTTZ SEPTIC, REPRESENTED BY OWNER OF SAID BUSINESSES, JASON GERGEN, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA. (Finance Committee Recommends Approving).
- C.** Change Airport Manager Position from exempt to non-exempt. (Human Resources Committee Recommends Approving).
- D.** APPROVE TIFD GRANT IN THE AMOUNT OF \$17,323.20 OR 60% OF PROJECT COST TO 600 CAFE, INC. TO REPLACE HEATING AND AIR CONDITIONING UNITS AT 600 CAFE FACILITY. (Miles City Downtown Urban Renewal Agency (URA)-TIFD Committee Recommends Approving).
- E.** NOVEMBER 2025 CLAIMS

## 12. 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



**5-11. - Maintenance of sidewalks—Required; removal of impediments.**

Section 1, Item A.

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

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

**Cross reference—** Streets and sidewalks, ch. 20.

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

November 20, 2025

With this letter I, Allen Kelm, am applying for the interim Council vacancy for Ward II, which will expire on Dec. 31, 2027.

I am a U.S. citizen, over the age of 18 and have lived in ward II for a number of years.

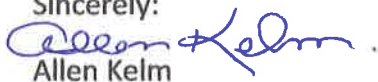
My reason for wanting to apply for this position is to work with other city leaders to move the city forward to make a community that we can raise or children and grandchildren and have the opportunity for families to move back home and have a career.

I feel that my background experience and knowledge will be an asset to the council and the city. Before I retired, I was employed by the City of Miles City for over 34 years. I started out as the night operator at the water treatment plant. Soon after that I became a cross trained water/wastewater operator and then supervisor of both facilities. After many years at that position, I was promoted to the Public Utilities Director position. During this time the Public Works Director retired and I filled that position for about a year and a half. My experience with completing and submitting budgets, completing public works and public utilities projects from bidding to completion and working with different councils throughout the years. Along with my working experience I can bring instructional knowledge to the council.

I understand the importance of working with boards and councils, as I currently sit on the Montana Rural Water Systems (MRWS) board of directors. I have served as president and currently am the National Director representing Montana at the National Rural Water Association (NRWA) in Duncan, Oklahoma. As National Director myself and other MRWS board members are tasked with meeting our Congressional Delegation in Washington DC every Feburary to keep them updated on water issues in the state and other NRWA issues. I also sit on the St. Vincent DePaul Board of Directors and hold the position of President for our local store. I have gone through the board positions and held the position of President of the Montana Section of Water Environmental Federation (MWEF). I have received awards of excellence from Montana DEQ, MWEA, and MRWS and the City of Miles City received the Water System of the year from MRWS. The MRWS awards were received before I was on the board of directors.

I would like to Thank You for the opportunity to serve as your Ward II council person if selected.

Sincerely:

  
Allen Kelm

RECEIVED  
NOV 20 2025  
T. Ellsworth 1:02PM

Jenifer Losey  
110 Neu Vu  
Miles City, MT 59301

Mary Rowe  
City Clerk

City of Miles City Council:

I have recently been made aware of an opening in my ward due to the resignation of Councilman Sherwood McKay and I would like to express my interest in filling the now vacant position. I have been a resident of Miles City for over 15 years and currently reside within Ward II at 110 Neu-Vu Ave.

Over the past couple of years, through my non-profit work in the community, I have found myself increasingly involved with my local government. Due to those efforts, I have learned a considerable amount regarding the Council, its duties, and its purpose making me consider a position on City Council as another positive way of serving my community. My leadership position on multiple boards as well as my professional duties have offered me relevant experience and skills including communication, strategic thinking, and collaboration. These, as well as my own traits of integrity, confidence and adaptability are all reasons I believe I would be an asset to the Council should I be offered the position.

I am very passionate about my community, its people, and its success, and if I am fortunate enough to be selected, I will serve to the best of my abilities and put forth the effort necessary to fulfil the responsibilities for the benefit of my community and its citizens.

Thank you for your consideration,

Jeni Losey

**Mary Rowe**

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**From:** Brandon Janshen <brandon.janshen@gmail.com> on behalf of Brandon Janshen  
**Sent:** Thursday, December 4, 2025 1:42 PM  
**To:** Mary Rowe; Lorrie Pearce  
**Cc:** JOHN GILLETTE  
**Subject:** MCDURA Letter of Interest

Mary -

I am interested in filling a Board position for the Miles City Downtown Urban Renewal Agency. If anything else is needed for me to be considered, please let me know.

Thanks!

Brandon Janshen  
406-853-2824



# CITY OF MILES CITY

## Regular Council Meeting Minutes

November 25, 2025 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

#### PRESENT

- Councilmember Ed Pulecio
- Councilmember Rick Huber
- Councilmember Brant Kassner
- Councilmember Kevin Thomason
- Councilmember Dan Scott
- Councilmember Brooke Bartholomew

#### ABSENT

- Mayor Dwayne Andrews
- Councilmember Don Simpson

#### ALSO PRESENT

City Attorney Dan Rice, Public Works Director Samantha Malenovsky, Interim Fire Chief Eddy Kanduch, Police Chief Doug Colombik, Building Inspector Gabe Martinsen, Deputy Clerk/Minute Recorder Tamara Ellsworth

### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

- A. BERNADETTE MILLER MANAGER OF MILES CITY FARMERS MARKET IS WANTING A WAIVER OF PARK FEES FOR THE USE OF RIVERSIDE PARK.

Council President Kassner moved to change the order of agenda Item 12.A New Business to the beginning of the meeting.

Bernadette Miller via speakerphone addressed Council that the Farmers Market is a non-profit organization and they do not have the funds to pay the Park Permit fee according to the Miles City Park Use/Permits Policy as they would have to pay a fee every time they used the Riverside Park and the Farmers market is there every weekend for the period of the summer into the fall months. She is asking the Council to accept the waiver of fees. Councilmember Pulecio inquired to what the park permit fees are and the Public Works Director Malenovsky explained that the policy has a fee upon how many people would be using the park, due to the amount of people being over 50 people the fee is high and that would be for every use since there is no event fee put into place. Cody Steiner inquired if the Farmers Market can be approved for a fee waiver then would that mean the Car show that uses the Riverside Park be able to have a waiver as well. Jeni Losey, 110 Neu Vie suggested to Council that an adjustment to the Parks Policy should be done for certain criteria as this and have a flat base rate fee for events that would be used at the parks. City Attorney Rice agreed with Jeni Losey's suggestion and the the City will be looking into changing their Parks use/permits

Policy for events and for non-profit organizations to just have to pay a one time fee and explained to Bernadette Miller would we would be doing. Public Works Director Malenovsky will get in touch with Bernadette Miller.

Motion made by Councilmember Pulecio to table the approval and take to staff to update the Parks use/permits Policy, Seconded by Councilmember Bartholomew.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

- B. Spencer Haynes would like to make public comment on the trash receptacle areas on commercial business areas not having the proper coverage to contain trash.

**2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**

- A. Regular City Council Meeting 11/10/2025

Motion made by Councilmember Thomason, Seconded by Councilmember Pulecio.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

- B. Approve Public Service Meeting minutes 2025 1118

Motion made by Councilmember Scott, Seconded by Councilmember Thomason.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

**3. SCHEDULE MEETINGS**

Council President Kassner asked if Council would like to reschedule the December 23rd 2025 Council meeting or to just cancel the meeting entirely.

Motion made by Councilmember Pulecio to cancel the 12-23-2025 Council meeting, Seconded by Councilmember Scott.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

**4. STAFF REPORTS**

Public Works Director Malenovsky reported that Councilperson Huber had brought to her attention that the One Health has painted on the street along side their building on 6th street a blue handi-cap symbol. She has reached out to Matt Reagan the owner of the building and he has no knowledge as to who painted this symbol. She explained to Mr. Reagan this is not allowed nor enforceable and will need to come to a meeting to make his request of handi-cap signage for his business. Public Works Director Malenovsky announced that the City of Miles City has been awarded a \$40K Grant to go towards the storm water system in Miles City MT. She let the council know that this will allow some research to go into why there are areas in Miles City that the drainage systems are not draining properly during heavy rainfall. Councilperson Huber asked if there is a match and would would that amount be. Director Malenovsky would need to look at the paperwork to answer that.

Interim Fire Chief Kanduch announced this year's Toy Dance will be taking place on Dec 14th at the Event Center and that so far there are 370 kids that are being helped by this event.

Police Chief gave a handout of the November 2025 report for the Police Department

**5. CITY COUNCIL COMMENTS**

**6. VACANCY INTERVIEWS**

A.

Councilperson Huber motioned to open the Vacancy Interviews, Seconded by Councilperson Pulecio.

Jeni Losey, 110 Neu-Vu gave her opening statement to Council addressing the many non-profit work she has done within the Miles City community. She has been coming to the Council meetings consistently and has learned about local government and the Council duties by doing so. She listed the many boards that she is on and the leadership qualities that she can bring to the table. She stated that she has listened to what the community needs and wants are by serving on those many boards and would like the opportunity to serve on the Council to help the city and the residents.

Allen Kelm, 511 S Cottage gave his opening statement to Council by giving work history with the City of Miles City and that he has worked with Council many times during his positions at the City. He feels he can bring experience and instructional knowledge to the Council if he were given the opportunity. He also gave a history of the boards that he is currently on. He also stated that his reason for applying for the Council is to work with other City leaders to move the City forward to make a better community for our youth and careers to support families.

Chris Grenz stated to Council that he has had the opportunity to work with Allen Kelm and confirmed that Allen's knowledge of the City would make a great addition to the Council.

Candidates were asked interview questions by the Council.

Councilperson Huber motioned to nominate Allen Kelm, Seconded by Councilperson Thomason. On a roll call vote motion failed 3 to 3.

Voting Yea: Councilperson Thomason, Councilperson Huber and Councilperson Pulecio.

Voting Nay: Councilperson Bartholomew, Councilperson Scott and Councilperson Kassner.

Councilperson Bartholomew motioned to nominate Jeni Losey, Seconded by Councilperson Scott. On a roll call vote motion failed 3 to 3.

Voting Yea: Councilperson Bartholomew, Councilperson Scott and Councilperson Kassner.

Voting Nay: Councilperson Huber, Councilperson Thomason and Councilperson Pulecio.

Motion made by Councilmember Thomason to table the Vacancy Interview and nomination to Dec 9th 2025 Council meeting, so Councilperson Simpson can interview, ask questions and vote, Seconded by Councilmember Bartholomew.

Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

**7. MAYOR COMMENTS**

**8. COMMITTEE RECOMMENDATIONS**

**9. BID AWARDS**

A. CONNORS STADIUM ROOF

Council President Kassner postponed bid award as with new information from the Public Works Director this will need to be reviewed by the Finance Committee at the Dec 3rd, 2025 Finance meeting.

Public Works Director Malenovsky stated the department is short finding funds to match the \$30K has been working with the City Clerk to find funds.

**10. PUBLIC HEARINGS**

- A. APPROVE ORDINANCE NO. 1400 - (second reading) AN ORDINANCE AMENDING SECTION 5-61 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND FUEL GAS CODE.**

**11. UNFINISHED BUSINESS**

- A. APPROVE ORDINANCE NO. 1400 - (first reading) AN ORDINANCE AMENDING SECTION 5-61 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND FUEL GAS CODE.**

Motion made by Councilmember Pulecio, Seconded by Councilmember Thomason.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

**12. NEW BUSINESS**

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

Motion made by Councilmember Bartholomew to table vote and to submit to the Finance Committee for further review and explanation of unbudgeted revenues and expenditures, Seconded by Councilmember Pulecio.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

**13. 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

Motion made by Councilmember Thomason, Seconded by Councilmember Pulecio.  
Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember Kassner, Councilmember Thomason, Councilmember Scott, Councilmember Bartholomew

Council President Kassner adjourned the meeting at 7:16 pm

**Staff Report to Miles City Finance Committee  
Proposed Industrial Site Lease:  
Lot 8 of Tract “E” of the Industrial Site  
Three G Construction, LLC and Bear Buttz Septic  
Report Date: November 13, 2025**

**I. General Information**

**Type of Request:** Proposal to lease Lot 8 of Tract “E” of the Industrial Site and enter into a new lease agreement with the City of Miles City

**Requestor:** Jason Gergen, owner of Three G Construction, LLC and Bear Buttz Septic

**Date of Finance Committee meeting:** Wednesday, December 3, 2025 at 5:30 p.m. at the City Hall Conference Room, 17 South 8<sup>th</sup> Street, Miles City

**Date of City Council meeting:** December 9, 2025

**II. Introduction/History**

The City of Miles City owns and operates what is known as the ‘Industrial Site’, which is an area of lots, some of which exist as tracts of record<sup>1</sup>, and some of which are leased lots that have never been recorded with the Custer County Clerk & Recorder as tracts of record. The Industrial Site property was granted to the City of Miles City from the federal government in 1946 for industrial and recreational purposes and for use as a museum site (now the Range Riders Museum). The Industrial Site is located along US Highway 12 (I-94 Business Loop) just west of downtown, outside the City limits.

Currently, various lease agreements exist between the City of Miles City and numerous tenants. Some of these lease agreements have been in place for decades. Over the years, the City has operated the Industrial Site and other City-owned leased property according to policies and fee structures set by City Council. As new lease agreements are entered into, the City and lessees enter into new lease agreements according to the latest adopted policies and fee structures.

James Dighans began leasing Lot 8 of Tract “E” on July 1, 2016. The initial term of the lease was stated in the lease agreement as five (5) years, but expired at midnight on June 30, 2022, which equated to 6 years. The lease agreement provided an option to renew for an additional five (5) years, which the tenant exercised at the end of the initial term, making the expiration date June 30, 2027. The stated purpose of the lease was to “Build some greenhouses, raise garden, calves and sheep”. The only improvements made by Mr. Dighans were an extension of electrical utilities

<sup>1</sup> The Montana Subdivision and Platting Act defines a ‘tract of record’ as, “an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder’s office.” 76-3-103(17)(a), MCA. Note that Lot 8 is among lots in the Industrial Site that have never been recorded as ‘tracts of record’ at the clerk and recorder’s office.

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and a water well. After Mr. Dighans considered requesting changes to the lease agreement to allow for chickens and turkeys and to add the names of additional family members to the agreement, he ultimately decided to terminate the lease early, on June 30, 2025. As such, the City advertised the available leasehold in accordance with Resolution #4100 from May 31 through June 21, 2025.

The City only received one proposal to lease Lot 8 – Jason Gergen, owner of Three G Construction, LLC and Bear Buttz Septic has proposed to lease the lot for \$1,500.00 per year, with a 5 year lease and first right of refusal for an additional 5-year term as explained in Mr. Gergen’s letter dated June 26, 2025, Attachment 1 to this report. The intended use of the leasehold would be “mainly for overflow storage of trailers and other small equipment”. The applicant has not stated any intent to improve the leasehold.

Lot 8 was advertised as having an area of approximately 34,508 square feet of vacant, unimproved land (more or less). This figure is different than approximately 35,175.89 square feet, more or less, stated in the Dighans lease agreement. For the advertisement and review of this proposal, the Lease Administrator re-calculated the area of Lot 8 based on a combination of a 1956 map of the Industrial Site that is often used for administration of the leased lots, which gives limited data on the lot’s dimensions, and a 2019 retracement Certificate of Survey that depicted the survey monuments found during the more recent survey, with limited dimensions and bearings for the areas of Lots 4 – 8, but which sufficiently allowed for the calculations.

The advertisement listed the minimum bid of \$690.16 per year or \$0.02 per square foot per year, based on the then-effective minimum base rent in Resolution No. 4124 and the dimensions of the lot calculated by the Lease Administrator. On August 12, 2025, the City Council adopted Resolution No. 4587, which increased minimum rentals of \$0.026 per square foot per year for tracts with gravel road frontage. The minimum acceptable rental amount is therefore \$897.21 per year. With the bid amount of \$1,500/year exceeding the minimum bid, the proposal complies with the minimum rental amount outlined by Resolution No. 4587, and the proposal should therefore be acceptable to the City in terms of the proposed annual rental amount.

The process for the City considering the proposal to lease the lots is to first transmit the written proposals to the Finance Committee, then the Finance Committee is to meet, review the proposals, conduct interviews of potential lessees, and then pass on the Committee’s recommendation to the City Council for action as it deems in the best interests of the City.

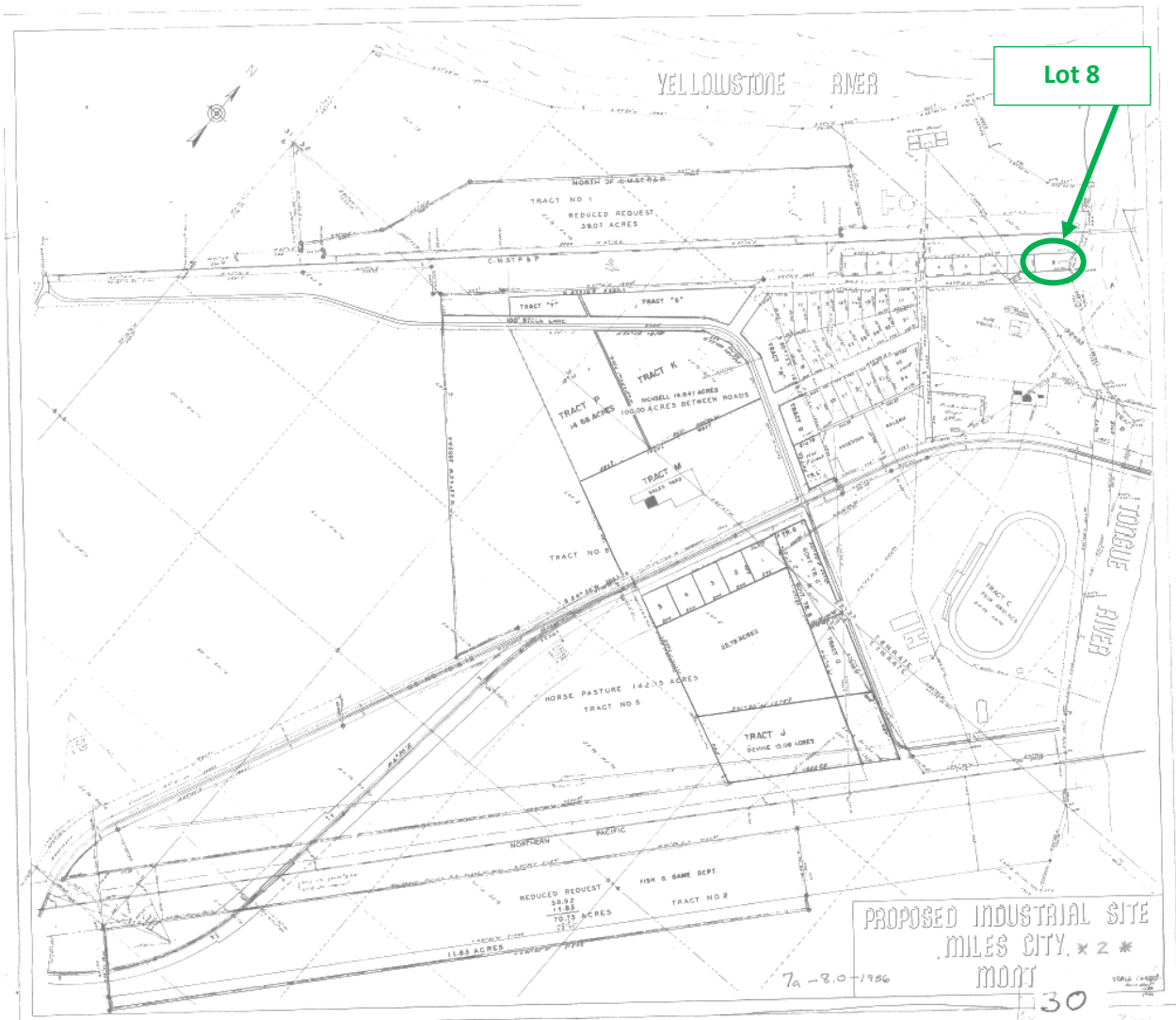
### **III. Map Series**

The following series of maps are included for reference:

**Staff Report to Miles City Finance Committee  
Proposed Industrial Site Lease:  
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Three G Construction, LLC and Bear Buttz Septic  
Report Date: November 13, 2025**

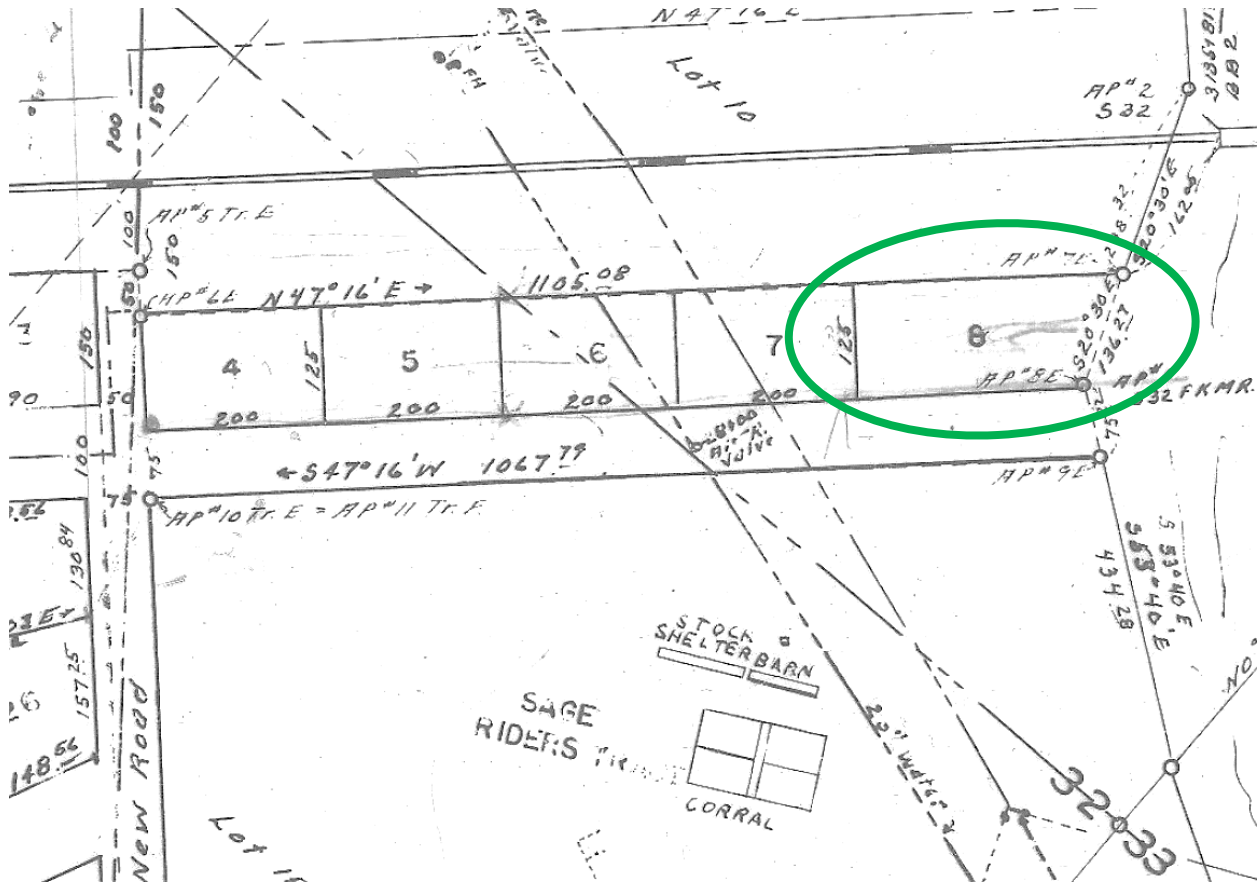
1. Map 1 (page 3) is a 1956 map of the Industrial Site that is often used for administration of the leased lots, with Lot 8 noted.
2. Map 2 (page 4) is a zoomed-in excerpt of the 1956 map to show the lot in question, being Lot 8 of Tract "E".
3. Map 3 (page 5) is July 2023 aerial imagery from Google Earth, with the approximate boundaries of the leasehold drawn by the acting Lease Administrator based on a GIS shapefile overlay, and verified to a limited extent by scaling off of features such as Water Plant Road and the railroad tracks. Please note the boundaries are very approximate.

Map 1: 1956 Map of Industrial Site, with the location of Lot 8 of Tract "E" noted:



Staff Report to Miles City Finance Committee  
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Map 2: 1956 Map of Industrial Site, zoomed in to Lot 8, which is circled:



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Map 3: Google Earth imagery with approximate boundaries of Lot 8:



**IV. Applicable City Policies/Regulations**

Because the Industrial Site and leased lots are located entirely outside the City limits of Miles City, City ordinances generally do not apply except per [Sec. 1-9](#) of City codes, but adopted administrative policies of the City do apply. Specifically, the resolutions for City management of City-owned lease properties apply. The applicable resolutions are discussed below, with applicable sections included.

The current resolutions that govern the City’s operation of the leased lots include Resolution #4100 (a 2017 resolution establishing procedures for the sale or lease of city lands), Resolution No. 4123 (a 2018 resolution providing for procedures to manage and monitor leases of property owned by the City of Miles City), and Resolution No. 4587 (a 2018 resolution establishing

**Staff Report to Miles City Finance Committee**  
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minimum base rent for Industrial Site and other city leaseholds). Attached to Resolution #4100 is a "Standard Form of Lease" that is used as a template for City Property Lease Agreements.

The primary sections of the lease management resolutions cited above that apply to this matter are as follows:

- **Resolution #4100:**
  - **Section 1. Notice of Intent To Lease City Real Property.** Except as set forth in Section 4, the City shall give notice of its intent to lease City real property by publication in a newspaper of general circulation in the county, once each week, for four (4) consecutive weeks, with at least five (5) days between each publication. The notice shall solicit written proposals for the lease of such property and give a date and time by which all such proposals must be deposited with the City Lease Administrator. The notice shall give the legal description of any tract of real property offered for lease, a description of any improvements included within such lease, and the amount of current annual rental rates for such real property. If the property is offered for lease under a standard form of lease, the notice shall state that the standard form of lease is available for review at the City Lease Administrator's office, setting forth the name, telephone number and business address of the City Lease Administrator.
  - **Section 4. Extension of Leases With Substantial Permanent Improvements.** The City has previously leased parcels of real property and allowed the tenants to construct substantial permanent improvements upon the same. Given the impracticality for a tenant to relocate such improvements upon lease expiration, the City may, in the City's sole discretion, agree to renew such leases in circumstances where the City has allowed the Tenant to construct substantial permanent improvements, without advertising the same for lease under the provisions of Section 1. Should the City Council determine that a renewal is appropriate, any extension granted by the City Council shall be at the current lease rates established by the City Council. "Substantial Permanent Improvements" shall be determined by the City Council and shall include buildings and other improvements of significant value, but shall not include fencing or corrals.
  - **Section 6. Transmittal of Offers to Finance Committee.** Following the date and time specified in the published notice for submission of written proposals, the City Lease Administrator shall transmit a copy of all written proposals timely received, to the chair of the Finance Committee of the City Council.

**Staff Report to Miles City Finance Committee  
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- **Section 7. Review and Recommendation of Finance Committee.** The Finance Committee shall then meet, review all such proposals, conduct such interviews of proposed lessees or purchasers as it deems necessary, and shall pass on to the City Council all such proposals, with the Committee's recommendations for action thereon.
  - **Section 8. Council Consideration.** Upon receipt of the recommendation of the Finance Committee, the City Council shall take such action upon such proposed lease or purchase as it deems in the best interests of the City. Nothing herein shall be construed as requiring the Finance Committee or the City Council to accept any written proposal for lease or purchase.
  - **Section 10. Two-Thirds Majority Vote Required to Lease or Sell.** Except for real property described in §7-8-4201(3) MCA, all leases, sales, transfers, exchanges or donations of City real property must be made by an ordinance or resolution passed by a two-thirds vote of all the members of the City Council.
- **Resolution No. 4123:**
    - **2. Lease Standards.** Leases granted by the City of Miles City shall comply with the following general standards, unless expressly authorized by action of the City Council:
      - a. The term of the lease shall be for a period between one to five years. Renewable leases shall be permitted. Leases with terms greater than five years or with renewal options beyond five years shall be set as provided in Section 2(c) and 2(d) below.
      - b. The termination dates for leases shall be set for June 30, to coincide with the City's fiscal year. The first year of a lease shall require prorated rentals through June 30 of the subsequent year, due upon commencement of the lease, and subsequent rentals shall be for annual periods from July 1 to June 30, payable in advance of July 1 of each year of the lease term. Proof of Insurance shall be provided with payment.
      - c. The minimum base rate for Industrial Site leases shall be established from time to time by resolution of the City Council. Industrial Site leases entered into shall utilize the minimal rental rate as established by City Council.

Rates above these minimal rates may be charged based on the cost of city services or city owned improvements provided as part of the lease.

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- d. Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.
- e. Lease may provide special considerations for lessee investment in tract cleanup, land surface improvements, or improvements to city service systems. All agricultural leases shall include the following animal husbandry clause: "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.
- f. Governmental entities, or nonprofit corporations that are determined to be of special benefit to the greater Miles City community, may receive more favorable lease terms or lease rental rates. Any nonprofit entity seeking such benefits shall file with the Lease Administrator a copy of its IRS tax exempt determination and any determination by the IRS that such entity qualifies as a charity.
- g. Leases shall prohibit assignment and subleasing unless prior written approval is obtained from the City Council.
- h. If a Lessee desires to eliminate or modify these standards and the Council is agreeable, then the rental provisions may be revised upward from the minimal base rates, or other provisions for rental adjustment may be included in the lease to assure that the City is receiving fair market value for the leasehold.
- i. Lessees who own substantial permanent physical improvements which have been constructed upon the leasehold with City permission, may be granted a preferential right to renew their lease, at a rate to be determined by the City, which shall be not less than the minimum rental rate established by the City Council, as adjusted from time to time.
- **3. Minimum Documentation for New Leases or requests for modification.** New applications to lease City property, or requests to modify improvements on existing leases, or requests to change the use of existing leases must submit documentation in support of the proposal.

All requests to modify improvements on existing leases must comply with applicable state and federal regulations, and local zoning and building codes.

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All requests for change of use for existing leases must have Council approval.

Applications to lease City property or modify existing improvements must include, at minimum, the following documentation:

- a. Legal description of the property;
  - b. Brief description of the intended use or changes in existing use to the property;
  - c. Plot plan showing multiple uses, if any;
  - d. Scaled site plan showing:
    - (1) all existing and proposed improvements, both permanent and temporary;
    - (2) engineering plans for new improvements or modifications to existing improvements;
    - (3) existing and proposed utilities; and
  - e. Description of any extraordinary requirements for physical access, security, water, sanitary sewer, waste storage or disposal or other public utility or environmental need;
  - f. Listing of federal, state, and local permits required for construction or operation;
  - g. Proposals to amend boundaries of existing parcels must be surveyed at the applicant's expense;
  - h. Site preparation for new leases will be the responsibility of the applicant;
- 4. **Variation from Standards.** The above standards are intended as general guidelines for the Lease Administrator and potential lessees. Nothing herein shall preclude the approval by the City Council of a lease that varies from the above standards should the Council determine that such lease is in the best interests of the City.

- **Resolution No. 4587:**

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**1. Lease Rates for City Owned Leaseholds; New and Renewed Lease Agreements.**

Industrial Site lease agreements entered into during and subsequent to FY 2025-2026 shall utilize the following minimal rentals:

- a) Tracts with Highway 10 & 12 frontage: \$0.051 per square foot per year
- b) Tracts with paved road frontage: \$0.032 per square foot per year
- c) Tracts with gravel road frontage: \$0.026 per square foot per year

Rates above these minimal base rates may be charged based on the cost of City services or City-owned improvements provided as part of the lease.

Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.

**3. Escalation Clause for Long-Term Leases.**

Lease agreements entered into during and subsequent to FY 2025-2026 with combined terms of greater than five (5) years, inclusive of the initial lease term and any options to renew for additional terms, shall be subject to an "Escalation Clause". This Escalation Clause provides for such long-term lease agreements to include rental amounts that increase periodically over time, such as once every five (5) years to account for changing market conditions, including inflation and property value increases. Said increases will be determined by the City Council and its Finance Committee when lease agreements are developed and entered into.

**4. Administrative Processing Fees.**

In addition to the above, the City hereby establishes an administrative processing fee to defray the City processing costs when any lessee/tenant or prospective lessee/tenant proposes changes to a lease agreement, enter into a new lease agreement, renewals, amendments, assignments, and other lease-related actions required by the City. The process shall be \$500, to be paid in advance of the City processing the request(s).

- Lease Administrator note: Because the lease was advertised and the bid received prior to the effective date of Resolution No. 4587, a processing fee for the proposal for a new lease agreement was not required.

Also effective are the sections of the Code of Ordinances that govern the Finance Committee, a.k.a., the committee on finance. The following are the applicable sections of City code:

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**Sec. 2-54. - Standing committees—Created and designated.**

At the first regular meeting of the city council after the first Monday in January of each year, the mayor, with the approval of a majority of the membership of the city council, shall appoint standing committees each consisting of four members of the city council, one from each ward, for the ensuing year as follows:

- (1) Committee on finance.

**Sec. 2-55. - Same—Duties.**

- (a) To the committee on finance shall be referred all policy matters related to the financial condition of the city including regular revenue and expenditures reviews; department budget preparation and reviews; auditing and passing upon all bills and claims presented against the city; and auditing of all books of accounts of all city officers. This committee shall also consider all policy matters related to apportionment, property rented or leased by the city and all zoning matters.

## V. Draft Lease Agreement

A draft lease agreement, prepared by the Lease Administrator and reviewed by the City Attorney, is attached to this report as Attachment 3. The draft lease agreement is based on the standard form of lease document attached to Resolution #4100, with a requirement to provide proof of liability insurance in the amount of \$750,000.00 per claim and \$1,500,000.00 per occurrence.

## VI. Lease Administrator Analysis

- A. Jason Gergen, owner of Three G Construction, LLC and Bear Buttz Septic submitted the only proposal and bid to lease Lot 8 of Tract “E” of the Industrial Site for \$1,500.00 per year, with a proposed 5 year lease and first right of refusal for an additional 5-year term as explained in Mr. Gergen’s letter dated June 26, 2025, Attachment 1 to this report. The intended use of the leasehold would be “mainly for overflow storage of trailers and other small equipment”. The applicant has not stated any intent to improve the leasehold.
- B. According to Sec. 2-55 of the City Codes, the Finance Committee’s duties shall include consideration of all policy matters related to property rented or leased by the city. That subjects this matter to review by the Finance Committee before the City Council will act.
- C. According to Resolution No. 4587, which sets rental/lease rates for City-owned leaseholds, Section 1, Industrial Site leases entered into during and subsequent to FY 2025-2026 shall utilize the minimum rentals listed in the resolution, which are based on the type of road they front on. Lot 8 is accessed by a gravel road that extends from Water Plant Road through Lot 4 and the railroad property along the northwest side of Lots 4 – 8. For Tracts with gravel road frontage, the minimum base rate is \$0.026 per square foot per year. The lot is 34,508 square feet in size, so the annual minimal base lease rate for

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the leasehold would be \$897.21 per year. With the bid being \$1,500 per year, that is the amount provided for in the draft lease agreement.

- D. Please also note that according to Resolution No. 4124, Section 1, "*Rates above these minimal base rates may be charged based on the cost of city services or city owned improvements provided as part of the lease...*" The Lease Administrator is not aware of City services or City-owned improvements that are provided specific to Lot 8 that would warrant exercising the option to assess a higher rental rate above the \$1,500/year bid amount, which exceeds the 'minimal base rates'.
- E. In discussing the lease with the former tenant James Dighans, Mr. Dighans discussed the improvements he made during his occupancy, which included electrical utilities and a water well. Mr. Dighans stated his intention to remove those improvements unless the next tenant made arrangements with him to take over the improvements. The Lease Administrator has informed the applicant Mr. Gergen of this, and he indicated that he may discuss taking over the improvements with Mr. Dighans. This private arrangement is outside the scope of this review, but the Lease Administrator feels it appropriate that the Finance Committee and City Council are aware of the situation.
- F. It should also be noted that the former tenant's occupancy of the leasehold has historically encroached upon the adjacent railroad property to the northwest and the City property to the southeast. It appears the encroachments included storage of personal property and equipment, and possibly grazing and fencing. It is the Lease Administrator's understanding that the fencing and personal property has been removed. Mr. Dighans provided the Lease Administrator a copy of a letter dated April 18, 2019 from Transco Railway Products, Inc., apparently representing the landowner (Trinity Railcar Repair Inc., doing business as Transco Railcar Repair Inc., per Montana Cadastral) explaining that Mr. Jim Dighans had permission to use the land for limited purposes (see Attachment 4). The letter explains that Mr. Dighans is responsible for removing all items brought onto the railroad property when he is finished using it. If the current applicant is awarded the lease, he should understand that the leasehold of City land is limited to Lot 8 and any encroachment onto the adjacent private property is between him and that landowner. Any encroachment onto the adjacent City land to the southeast is not allowed without prior approval by the City.
- G. With the applicant's intended use of the leasehold being storage of trailers and other small equipment, and with historic and ongoing issues within the Industrial Site including unkept leaseholds with excessive keeping of equipment and junk, the applicant should also be aware that the lease agreement will require the tenant to keep the premises in

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good repair and in a clean and orderly condition, and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises. The City will enforce the maintenance requirements of the lease agreement.

- H. Section 2(a) of Resolution No. 4123 require that the term of the lease shall be for a period between one to five years, but leases with terms greater than five years or with renewal options beyond five years shall be set as provided in Section 2(c) and 2(d) of the resolution, although those sections do not specifically address the circumstances under which a term greater than five years will be considered; rather, they address lease rates. Renewable leases are permitted. The applicant has proposed the lease to have a term of five years with an option to renew for an additional five years, in so many words. Section 2(b) of Resolution No. 4123 requires that the first year of a lease shall require prorated rentals through June 30 of the subsequent year, due upon commencement of the lease, and subsequent rentals shall be for annual periods from July 1 to June 30, payable in advance of July 1 of each year of the lease term. And the termination dates for leases shall be set for June 30, to coincide with the City's fiscal year. The draft lease agreement reflects these requirements, and the draft agreement would provide for an initial term of 5 years, plus the remainder of the current fiscal year. As drafted, the start date for the lease agreement would be December 12, 2025, which would be the Friday following the regular December 9, 2025 City Council meeting. The initial, partial term of 201 days of the 365-day fiscal year would equate to  $\pm 0.55$  of one year, so the prorated amount for the remainder of FY 2025-2026 would be \$826.03, payable and due December 12, 2025. As the draft lease agreement is currently drafted, 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 \$4.1096 per day, with the prorated rental amount subject to written approval by the Mayor.
- I. Section 3 of Resolution No. 4587 provides for an "escalation clause" as follows: *"Lease agreements entered into during and subsequent to FY 2025-2026 with combined terms of greater than five (5) years, inclusive of the initial lease term and any options to renew for additional terms, shall be subject to an "Escalation Clause". This Escalation Clause provides for such long-term lease agreements to include rental amounts that increase periodically over time, such as once every five (5) years to account for changing market conditions, including inflation and property value increases. Said increases will be determined by the City Council and its Finance Committee when lease agreements are developed and entered into."* The Lease Administrator is not recommending the escalation clause being applied because the proposed annual rental rate is markedly higher than the minimal rentals of Resolution No. 4587 and what increases are likely to result from changing market conditions within the next 10 years, and should conditions

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significantly change during that time, the City could take action to address the change in conditions by modifying rental rates with another lease rates resolution.

- J. According to Section 2(b) of Resolution No. 4123, Proof of Insurance shall be provided with payment for leases. Section V.J of the draft lease agreement addresses this requirement to provide the City with proof of liability insurance prior to execution of the agreement and thereafter, each year on or before July 1, or upon demand by the Lease Administrator. Based on statutory requirements, the City requires the tenant to agree to carry minimum liability insurance in the amount of \$750,000 for each claim and \$1.5 million for each occurrence, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. Other insurance provisions have been added and modified relative to the standard form of lease agreement to address the lack of improvements on the leasehold and based on the lease administrator's research of typical insurance requirements for land leases.
- K. The Lease Administrator has checked the Montana Secretary of State's business entity search to verify the registrations for Three G Construction, LLC and Bear Buttz Septic to ensure the businesses are legal entities, capable of being insured, etc. Three G Construction, LLC's registration is current as of the date of this report, but Bear Buttz Septic is shown as expired and inactive since 5/14/2023. The Lease Administrator spoke with Jason Gergen about the registration and he indicated Bear Buttz Septic is a part of Three G Construction, LLC. The Lease Administrator is recommending that prior to execution of the lease agreement, the business entities shall be demonstrated to be in good standing and registered with the Montana Secretary of State, to be verified by the Lease Administrator and City Attorney. Please see Section V.O of the draft lease agreement.
- L. As stated in the introduction to this report, the Industrial Site property was granted to the City from the federal government for industrial and recreational purposes and for use as a museum site. With the purpose of the proposed lease being for storage of trailers and other small equipment associated with construction businesses, the use could be considered industrial in nature. In any event, the City has previously leased land in the Industrial Site instead of allowing the land to sit idle. With only one bid proposal submitted, it appears appropriate to again allow for the use of the leasehold to be for this purpose instead of soliciting additional bid proposals or letting the land sit vacant while seeking lessees that may desire another use of the lot. It is also noteworthy that with the location of the 100-year floodplain covering most of Lot 8, the property is somewhat limited in terms of potential development, and a county floodplain permit and associated

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approvals may be necessary depending on project specifics and consultation with the Custer County Floodplain Administrator.

- M. Resolution No. 4123, Section 3: "New applications to lease City property, or requests to modify improvements on existing leases, or requests to change the use of existing leases must submit documentation in support of the proposal." and "All requests for change of use for existing leases must have Council approval." In addition, applications to lease City property or modify existing improvements must include, at minimum, the following documentation:
- a. Legal description of the property;
  - b. Brief description of the intended use or changes in existing use to the property;
  - c. Plot plan showing multiple uses, if any;
  - d. Scaled site plan showing:
    - (1) all existing and proposed improvements, both permanent and temporary;
    - (2) engineering plans for new improvements or modifications to existing improvements;
    - (3) existing and proposed utilities; and
  - e. Description of any extraordinary requirements for physical access, security, water, sanitary sewer, waste storage or disposal or other public utility or environmental need;
  - f. Listing of federal, state, and local permits required for construction or operation;

With no existing or proposed improvements, it appears a site plan from the applicant is unnecessary, so the Lease Administrator will use available imagery and staff site visits to document the lease. The lease agreement will require that the tenant use the premises for the stated purpose and the stated purpose only (Section V.A). Any modification to the purpose of the leasehold or to make improvements would require submittal of the above information for consideration by the City Council.

## **VII. Finance Committee Interview with Proposed Lessee**

Section 7 of Resolution #4100 requires the Finance Committee to conduct interviews with proposed lessees. Said Resolution does not outline what questions are to be asked of the potential lessees, so the Lease Administrator has prepared the following questions for consideration by the Finance Committee:

1. Have you reviewed the draft Lease Agreement, and if so, do you find the terms acceptable?
2. Can you describe the type of equipment and other items you intend to store on the property and the number of vehicular trips per day you anticipate making?

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3. Are you prepared to provide the City with proof of insurance in the amounts in the draft lease agreement?
4. What measures will you take to manage noxious weeds on the site?
5. Do you have any questions for the City?

In addition to the questions above that the Finance Committee may ask, the members of the Committee should ask any additional questions as they deem appropriate.

### **VIII. Finance Committee Action**

The Finance Committee is asked to review the applicant's proposal, the proposed lease rates, the draft lease agreement, and this staff report, as well as consider the applicant's responses to interview questions, and make a recommendation to the City Council. Potential City Council actions are found in Section IX of this staff report, and the recommendation from the Lease Administrator is found in Section X.

### **IX. City Council Action**

The City Council could approve, deny or table the proposed lease agreement. The following are the potential actions that the City Council could take to approve or deny:

#### **A. Approval:**

Approve the lease agreement by resolution, which shall become effective and payable upon execution of the lease agreement.

#### **B. Denial:**

Should Council decide not to approve the lease agreement, the City Council may deny the proposed lease, or take other action to outline what additional information is needed. If the proposal is denied, the Lease Administrator could then initiate the process to put the leased lots out to bid and accept new applications for the leasehold, if directed to do so by City Council.

### **X. Lease Administrator Recommendation**

Through review of leasing policies and considering the potential of this project, the Lease Administrator recommends that the Finance Committee adopt this staff report as findings of fact and recommend the City Council approve the attached draft resolution granting the applicant a 5-year lease plus the remainder of the current fiscal year, with a one-time 5-year automatic renewal option, and authorize the Mayor to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

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**XI. List of Attachments**

Attachment 1: Jason Gergen's proposal and bid dated June 26, 2025

Attachment 2: Draft Resolution to approve a new Lease Agreement

Attachment 3: Draft Lease Agreement

Attachment 4: Letter from Transco Railway Products dated April 18, 2019 to Jim Dighans regarding permission to use railroad property on both sides of rail line

June 26, 2025

I, Jason Gergen, owner of Three G Construction, LLC and Bear Buttz Septic of Miles City, MT would like to submit my bid on the following parcel of City of Miles City property that is up for lease:

-Lot 8 of Tract "E" of what is commonly known as the Industrial Site located west of the City of Miles City, within the E 1/2 of Section 32 of Township 8 North, Range 47 East in Custer County, Montana.

-The tract contains approximately 34,508 square feet of vacant, unimproved land, northeast of Water Plant Road.

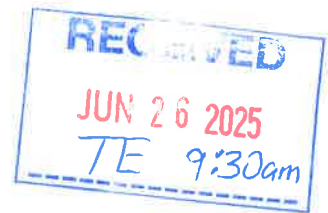
The intended use of this land would be mainly for overflow storage of trailers and small equipment.

If possible and awarded, I would like to secure the contract for a 5 year lease and first right of refusal when the 5 year term is up for bid again.

**My bid is \$1,500.00 (One Thousand Five Hundred Dollars) per year.**

Thank you for your time and consideration.

Jason Gergen, Owner  
Three G Construction, LLC  
Bear Buttz Septic  
3506 Box Elder St.  
Miles City, MT 59301  
(406) 853-6324  
(406) 853-5174  
[threegbilling@gmail.com](mailto:threegbilling@gmail.com)  
[bearbuttz14@gmail.com](mailto:bearbuttz14@gmail.com)



Jason Gergen

Date: 6/26/2005

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND THREE G CONSTRUCTION, LLC AND BEAR BUTTZ SEPTIC, REPRESENTED BY OWNER OF SAID BUSINESSES, JASON GERGEN, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**

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

Legal Description: Lot 8 of Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 34,508 square feet, more or less;

*AND WHEREAS*, Three G Construction, LLC and Bear Buttz Septic (represented by owner of said businesses, Jason Gergen) was the sole bidder for said leasehold, and the City desires to enter into a lease 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 Three G Construction, LLC and Bear Buttz Septic 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**EXHIBIT "A" TO RESOLUTION NO. \_\_\_\_\_**

**CITY PROPERTY LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 Three G Construction, LLC and Bear Buttz Septic (represented by owner of said businesses, Jason Gergen) of 3506 Box Elder Street, Miles City, Montana, 59301, hereinafter referred to as "**TENANTS**".

**RECITALS:**

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

Lot 8 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 34,508 square feet, more or less;

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

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

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

**I. AGREEMENT**

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

Lot 8 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 34,508 square feet, more or less, hereinafter "*Leasehold*".

**II. INITIAL TERM**

The term of this Agreement shall be for a period of five (5) years, six (6) months, and twenty (20) days, or five (5) years plus 201 days of the fiscal year ending June 30, 2026, beginning on December 12, 2025 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.

**III. RENTAL**

The annual rental for the initial lease term described in Section II. shall be one thousand, five-hundred and 0/100 dollars (\$1,500), as follows:

Lot 8 of Tract “E” of the Industrial Site, containing 34,508 square feet for a total annual rental of one-thousand, five-hundred and 0/100 dollars (\$1,500). For the first partial year of the initial lease term commencing December 12, 2025, a prorated amount of eight-hundred, twenty-six and 3/100 dollars (\$826.03) shall be received before or upon the anticipated contract execution date of December 12, 2025. 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 \$4.1096 per day, with the prorated rental amount subject to written approval by the Mayor of the City of Miles City.

Payments in subsequent years shall be due and payable in advance of July 1 of each subsequent year of the lease term.

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

**IV. OPTION TO RENEW**

Following the “INITIAL TERM”, this Agreement shall automatically renew for a period not to exceed five (5) years upon the same terms and conditions herein unless the CITY or TENANTS give to the other party written notice of cancellation of said Agreement not less than thirty (30) days prior to the expiration of the initial lease term. Rental rates at each payment period shall be at the annual rental rates as described in Section III above, unless the standard minimum rental rates set by resolution adopted by City Council have increased to an amount higher than those stated in Section III. In the event the standard minimum rental rates set by resolution adopted by City Council have increased to result in an amount above the amount stated in Section III, the annual rental rates at each payment period shall be the standard minimum rental rates set by resolution adopted by City Council.

**V. RESPONSIBILITIES OF THE TENANTS**

TENANTS hereby acknowledge, covenant and agree as follows:

**A. Purpose.**

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

*Storage of trailers and small equipment associated with TENANTS' construction businesses.*

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

**B. Compliance with Laws.**

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

**C. Independent Investigation.**

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

**D. Maintenance.**

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

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

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

**E. Improvements to Remain.**

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

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

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

**F. Right to Inspect.**

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

**G. Utilities.**

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

**H. Taxes and Assessments.**

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

**I. Indemnification.**

TENANTS shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANTS, its agents, employees or

customers, and TENANTS hereby agree to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

## **J. Insurance.**

### **1. TENANTS' Insurance Obligations.**

TENANTS shall, at their sole cost and expense, obtain and maintain in full force and effect throughout the term(s) of this Agreement, insurance policies issued by insurers authorized to do business in the State of Montana, providing the following coverages on the premises:

#### **a. Commercial General Liability Insurance:**

- Coverage for bodily injury, property damage, personal injury, and contractual liability.
- Minimum limits: **SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim**, and **ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,500,000.00) each occurrence**.
- Coverage shall extend to all operations on the premises by the TENANTS, including but not limited to storage, access, loading, unloading, and equipment movement.

#### **b. Fire Legal Liability Insurance:**

- Minimum limit: **\$100,000 per occurrence**, covering damage to any existing property (real or personal) of the CITY resulting from fire caused by the TENANTS' activities, negligence, or use of equipment.

#### **c. Pollution or Environmental Liability Insurance:**

- If TENANTS store fuel, lubricants, or other regulated materials, such insurance shall cover cleanup and third-party claims for bodily injury or property damage resulting from a pollution incident.
- Minimum limit: **\$1,000,000 per occurrence**.

#### **d. Worker's Compensation Insurance:**

- TENANTS shall carry Worker's Compensation Insurance as required by the laws of the State of Montana

#### **e. Property Insurance for TENANTS' Equipment:**

- TENANTS acknowledge that any equipment or materials stored on the premises are at TENANTS' sole risk.
- TENANTS may, but are not required to, maintain property insurance for its owned equipment.

### **2. Additional Insured and Certificate Requirements:**

- a. The CITY of Miles City shall be named as an Additional Insured on all liability policies.
- b. TENANTS shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the

CITY.

- c. Insurance shall be primary and non-contributory with respect to any coverage maintained by the CITY.

**3. Waiver of Subrogation**

To the fullest extent permitted by law, TENANTS and their insurers waive all rights of recovery against the CITY of Miles City for any claims covered (or that should have been covered) by required insurance.

**K. Environmental Warranty.**

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

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

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

**L. Compliance with ADA.**

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

**M. Non-Discrimination.**

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

**O. Business Registration.**

TENANTS agree to provide documentation to the CITY that the business entities (TENANTS) are in good standing and registered with the Montana Secretary of State prior to execution of this Agreement, to be verified by the Lease Administrator and City Attorney.

**VI. ASSIGNABILITY OF INTEREST**

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

**VII. DEFAULT**

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

**IX. MISCELLANEOUS PROVISIONS**

If is further mutually understood and agreed as follows:

**A. Notice.**

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

**B. Oral Modification Prohibited.**

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

**C. Attorneys Fees and Costs.**

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

**D. Binding Effects.**

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

**E. Time of the Essence.**

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

**F. Incorporation of Recitals.**

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

**G. Executed Copy.**

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

**H. Interpretation.**

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

**I. Contingent Upon Approval of City Council.**

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

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



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

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

(NOTARIAL SEAL)

DRAFT



Michael Preller | Division Manager  
mpreller@transcorailway.com

April 18, 2019

Re: Land on both sides of rail line West of the Bridge over Tongue River

To whom it may concern;

Mr. Jim Dighans has permission to graze animals and use said land to garden. Transco shall not be liable for any loss of animals, fencing and or equipment damage, loss or theft. Mr. Dighans shall be responsible to keep animals off of the tracks and bridge, to keep area neat and tidy and remove all items he has brought onto said property when he finished using property.

The said lands runs from the Tongue River Bridge to the Water Plant Road Crossing on both sides to property boundary lines.

Sincerely,

A large, handwritten signature in black ink, appearing to read "Michael Preller", written over the typed name and title.

Michael Preller, Division Manager  
Transco Railway Products

# Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

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

## Miles City Downtown Urban Renewal Agency Board of Commissioners

### Meeting Minutes November 21, 2025

#### CALL TO ORDER

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

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

**Minutes** of the September 11, 2025 meeting were reviewed. A motion was made by Commissioner Clarke, seconded by Commissioner Bolejack, and unanimously carried to approve the minutes as reported.

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

#### CITIZEN REQUESTS

None

#### REPORTS

None

#### NEW BUSINESS

**1. Request for TIFD Assistance: 600 Café, Inc.**

The commissioners reviewed and discussed an application for TIFD business assistance for the purpose of replacing heating and air conditioning units at the business’s 600 Main Street facility. After discussion, a motion to award \$17,323.20, or 60% of the project cost, was made by Commissioner Bolejack, seconded by Commissioner Clarke, and unanimously carried.

It was noted by Commissioner Gillette that grant application materials do not currently stipulate that applications must be received and approved prior to the start of project work. Also, the question of how many contractor bids are required with the application is not addressed. There was agreement that the Grant Application Letter should be revised to address application timing vs. work commencement, and to state that “at least one” contractor bid accompany must the application.

**2. Appointment of New URA Commissioner**

A motion was made by Commissioner Gillette, seconded by Commissioner Clarke, and unanimously carried to appoint Brandon Janshen, subject to City Council approval, to the Miles City Downtown Urban Renewal Agency Board of Commissioners.

**3. URA Board of Commissioners Recruitment**

John Laney reported that he had been in contact with both the Custer County Commissioners and Miles City Unified School District Board of Trustees regarding volunteers to serve on the Miles City Downtown Urban Renewal Agency Board of Commissioners, as required by Montana Senate Bill 3. No candidates have as yet been identified. Commissioner Gillette offered to follow-up with both groups.

**4. Marketing Discussion**

John Laney spoke to the need for a document describing the legal authority, purposes, grant qualification criteria, and processes involved with the City's TIF business assistance program. Commissioner Gillette will forward the recently developed Grant Application Letter, which contains much of this information in an abbreviated form, to Mr. Laney. Laney volunteered to expand that information into a document that can be provided to those responding to TIF District information posted on the Chamber of Commerce website.

The Miles City Opportunity Zone was discussed. The zone designation, and tax advantages available due to that designation, are generally unknown, so not being taken advantage of. A meeting with local tax preparers was suggested.

**OLD BUSINESS**

None

**MEMBER ROUND TABLE**

No Discussion.

**ADJOURNMENT**

A motion was made by Commissioner Stein and seconded by Commissioner Bolejack to adjourn the meeting. The meeting adjourned at 2:30 P.M.

Respectfully Submitted,

Todd Gillette, Chair URDA Board of Commissioners

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Jackson Contractor Group, Inc.  
P.O. Box 967  
Missoula, MT 59806

**SURETY:**  
*(Name, legal status and principal place of business)*  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER:**  
*(Name, legal status and address)*  
City of Miles City  
17 South 8th, PO Box 910  
Miles City, MT 59301

**BOND AMOUNT:** Ten Percent of the Total Amount Bid      10%

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Connor's Stadium Baseball Field Grandstands, Miles City, Montana

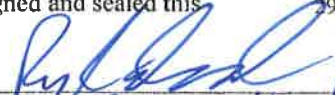
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.  
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

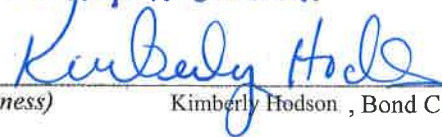
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

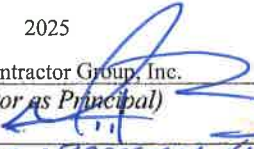

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of October 2025

  
*(Witness)* Rylan Oakland

  
*(Witness)* Kimberly Hodson, Bond Clerical

Jackson Contractor Group, Inc.  
*(Contractor as Principal)*  *(Seal)*  
*(Title)* Matt Crossman, Vice President  
Liberty Mutual Insurance Company  
*(Surety)*  *(Seal)*  
*(Title)* John D. Leaf, Attorney-In-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Section 9, Item A.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209966-969551

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Steinmetz, Blaine D. Martin, Brooke A. Garness, Casey Caywood, Chris Jermunson, Gary Paladichuk, Jamie M. Roe, Janece L. Wilhelm, Jarren Komac, John D. Leaf, Jon Tierney, Kaye U. Muzzana, Kimberly Hodson, Kristin A. Piccioni, Marsha Hattel, Nathan Oakley, Robert C. Pfennigs, Sharresa Drahos

all of the city of Great Falls state of MT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



PROPOSAL:  
MAYOR  
CITY OF MILES CITY  
17 S. 8TH STREET  
MILES CITY, MT 59301

CONNOR'S STADIUM  
BASEBALL FIELD GRANDSTANDS  
MILES CITY, MONTANA

DATE: November 10, 2025

Job #2025026

ALL:

The undersigned, having familiarized themselves with the conditions of the Work and the Contract Documents as prepared by **SDI Architects + Design**, 909 Main Street, Miles City, MT 59301, agrees to furnish all Labor, Material, Equipment and services necessary to complete the Construction Work in compliance with the Contract Documents including all Addenda.

Time of Substantial Completion for the project will be **April 30, 2026**.

BASE PROPOSAL:

The Contractor agrees to complete the Base Construction Work for the Sum of:

One Hundred Five Thousand Six Hundred Ninety-Seven DOLLARS (\$ 105,697.00 )

Bidder acknowledges receipt of the following Addenda No's. 1, dated 10/31/2025

2, dated 11/5/2025

dated \_\_\_\_\_

Respectfully Submitted:



Jackson Contractor Group, Inc.  
(Legal name of Bidding Firm)

(Signature of Officer)

PO BOX 967  
(Address)

Matt Brossman, Vice President  
(Typed Name & Title of Officer)

Missoula, MT 59806  
(Address)

11/10/2025  
(Date)

50924  
(Registration Number)



NOVEMBER 10, 2025

**CONNOR'S STADIUM BASEBALL FIELD GRANDSTANDS**

MILES CITY, MONTANA

Section 9, Item A.

SUBCONTRACTORS: The attached Bid Proposal is based on using the following subcontractors and suppliers.

TRADE	NAME	CITY	PHONE	ATTENDED WALK THROUGH?
Demolition	Jackson Contractor Group	Miles City	406-234-5565	YES
Concrete/Grouting	Jackson Contractor Group	Miles City	406-234-5565	YES
Steel Supply/Fabrication	TK Steel	Miles City	406-951-0847	YES
Steel Erection	Jackson Contractor Group/Thor Steel	Miles City	406-234-5565	YES
Carpentry	Jackson Contractor Group	Miles City	406-234-5565	YES
Flashings	Jackson Contractor Group	Miles City	406-234-5565	YES



RESOLUTION NO. 4655

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

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

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within multiple funds,

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

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

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

<u>FUND/ACCOUNT</u>	<u>DESCRIPTION</u>	<u>REVENUE</u>
2372-311010 (101000)	Reducing Levy Tax to actual	(\$60,618)
2372-312000 (101000)	Reducing Tax Penalty to actual	(\$335)
5610-331132 (101000)	Add Hangar 10 Grant Revenue	\$310,000

**Total Revenue increased in various funds \$249,047**

<u>FUND/ACCOUNT</u>	<u>DESCRIPTION</u>	<u>EXPENSE</u>
2372-020-521000-820	Reducing Levy Transfer to actual	(\$42,473)
5210-023-521000-820	Recording loan to Building Fund	\$42,955
2310-011-460462-(111-196)	Add Mayor/Treasurer/Council	\$9,809
2991-201-431200-350	Increase to actual grant amount	\$762,336

**Total Expense increased in various funds \$772,627**

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2025-2026 on the 13<sup>th</sup> day of January, 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 §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
Grenz Chris, 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 13<sup>TH</sup> DAY OF JANUARY, 2026.

\_\_\_\_\_  
Grenz Chris, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**RESOLUTION NO. 4656**

**A RESOLUTION OF THE CITY OF MILES CITY APPROVING “SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT” WITH SAFE BUILT LLC, FOR SUPPLEMENTAL BUILDING PLAN REVIEW SERVICES.**

*WHEREAS*, The City of Miles City has engaged SAFE Built LLC to assist the City’s Building Inspection program with supplemental inspection services.

*AND WHEREAS*, the City wishes to amend said agreement to include fire inspection services, as set forth in the attached Exhibit “A”;

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

1. The “**Second Amendment of Professional Services Agreement**” between the City and SAFE Built LLC, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 9th DAY OF DECEMBER, 2025.**

\_\_\_\_\_  
Brant Kassner, Acting Mayor & Council President

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**SECOND AMENDMENT OF  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MILES CITY  
AND SAFEbuilt, LLC**

**THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT** is made effective as of the date of the last signature below by and between Miles City, Montana, (Municipality) and SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

**RECITALS AND REPRESENTATIONS**

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on December 12, 2024; and

WHEREAS, on March 5, 2025, the Parties executed the First Amendment to the Agreement to add Fire Plan Review Services and the associated fees; and

WHEREAS, pursuant to section 2., changes to services shall that are mutually agreed upon between Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties hereto now desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Exhibits A and B to the Agreement, including the Services and Fee Schedule, are hereby deleted in their entirety and replaced with the attached exhibits, which is incorporated herein by this reference.
3. All other conditions and terms of the original Agreement, First Amendment not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt, LLC

Miles City, MT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Eric Pendley

Name: *[Signature]*

Title: VP of Operations

Title: *City Council President*

Date: November 21, 2025

Date: *11-25-25*

## EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Plan Review Services

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments as requested
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return an electronic set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

MUNICIPALITY OBLIGATIONS

- ✓ Municipality will intake plans and related documents to Consultant electronically

TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipality holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

<b>PLAN REVIEW DELIVERABLES</b>			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment via telephone		
<b>TURNAROUND TIMES</b>	Provide comments within the following timeframes:  Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	7 business days	5 business days or less
	✓ Multi-family within	10 business days	7 business days or less
✓ Small commercial within (under \$2M in valuation)	10 business days	7 business days or less	
✓ Large commercial within	15 business days	10 business days or less	
✓ Stand-alone permits			
• Mechanical	7 business Days	7 business Days	

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increases shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Plan Review Services	\$120.00 per hour- one (1) hour minimum
Structural Engineering Plan Review	\$165.00 per hour- one (1) hour minimum
Fire Plan Review	\$165.00 per hour- one (1) hour minimum



**RESOLUTION NO. 4657**

**A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND THREE G CONSTRUCTION, LLC AND BEAR BUTTZ SEPTIC, REPRESENTED BY OWNER OF SAID BUSINESSES, JASON GERGEN, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.**

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

Legal Description: Lot 8 of Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 34,508 square feet, more or less;

*AND WHEREAS*, Three G Construction, LLC and Bear Buttz Septic (represented by owner of said businesses, Jason Gergen) was the sole bidder for said leasehold, and the City desires to enter into a lease 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 Three G Construction, LLC and Bear Buttz Septic 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 9<sup>TH</sup> DAY OF DECEMBER, 2025.**

\_\_\_\_\_  
Brant Kassner, Acting Mayor, Council President

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**EXHIBIT “A” TO RESOLUTION NO. 4657**

**CITY PROPERTY LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 Three G Construction, LLC and Bear Buttz Septic (represented by owner of said businesses, Jason Gergen) of 3506 Box Elder Street, Miles City, Montana, 59301, hereinafter referred to as “**TENANTS**”.

**RECITALS:**

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

Lot 8 of Tract “E” of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 34,508 square feet, more or less;

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

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

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

**I. AGREEMENT**

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

Lot 8 of Tract “E” of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 34,508 square feet, more or less, hereinafter “*Leasehold*”.

**II. INITIAL TERM**

The term of this Agreement shall be for a period of five (5) years, six (6) months, and twenty (20) days, or five (5) years plus 201 days of the fiscal year ending June 30, 2026,

beginning on December 12, 2025 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.

**III. RENTAL**

The annual rental for the initial lease term described in Section II. shall be one thousand, five-hundred and 0/100 dollars (\$1,500), as follows:

Lot 8 of Tract “E” of the Industrial Site, containing 34,508 square feet for a total annual rental of one-thousand, five-hundred and 0/100 dollars (\$1,500). For the first partial year of the initial lease term commencing December 12, 2025, a prorated amount of eight-hundred, twenty-six and 3/100 dollars (\$826.03) shall be received before or upon the anticipated contract execution date of December 12, 2025. 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 \$4.1096 per day, with the prorated rental amount subject to written approval by the Mayor of the City of Miles City.

Payments in subsequent years shall be due and payable in advance of July 1 of each subsequent year of the lease term.

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

**IV. OPTION TO RENEW**

Following the “INITIAL TERM”, this Agreement shall automatically renew for a period not to exceed five (5) years upon the same terms and conditions herein unless the CITY or TENANTS give to the other party written notice of cancellation of said Agreement not less than thirty (30) days prior to the expiration of the initial lease term. Rental rates at each payment period shall be at the annual rental rates as described in Section III above, unless the standard minimum rental rates set by resolution adopted by City Council have increased to an amount higher than those stated in Section III. In the event the standard minimum rental rates set by resolution adopted by City Council have increased to result in an amount above the amount stated in Section III, the annual rental rates at each payment period shall be the standard minimum rental rates set by resolution adopted by City Council.

**V. RESPONSIBILITIES OF THE TENANTS**

TENANTS hereby acknowledge, covenant and agree as follows:

**A. Purpose.**

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

*Storage of trailers and small equipment associated with TENANTS' construction businesses.*

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

**B. Compliance with Laws.**

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

**C. Independent Investigation.**

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

**D. Maintenance.**

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

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

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

**E. Improvements to Remain.**

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

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

**F. Right to Inspect.**

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

**G. Utilities.**

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

**H. Taxes and Assessments.**

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

**I. Indemnification.**

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

**J. Insurance.**

**1. TENANTS' Insurance Obligations.**

TENANTS shall, at their sole cost and expense, obtain and maintain in full force and effect throughout the term(s) of this Agreement, insurance policies issued by insurers authorized to do business in the State of Montana, providing the following coverages on the premises:

- a. **Commercial General Liability Insurance:**
  - Coverage for bodily injury, property damage, personal injury, and contractual liability.
  - Minimum limits: **SEVEN-HUNDRED, FIFTY-THOUSAND AND NO/100THS DOLLARS (\$750,000.00) for each claim, and ONE MILLION, FIVE-HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,500,000.00) each occurrence.**
  - Coverage shall extend to all operations on the premises by the TENANTS, including but not limited to storage, access, loading, unloading, and equipment movement.
- b. **Fire Legal Liability Insurance:**
  - Minimum limit: **\$100,000 per occurrence**, covering damage to any existing property (real or personal) of the CITY resulting from fire caused by the TENANTS' activities, negligence, or use of equipment.
- c. **Pollution or Environmental Liability Insurance:**
  - If TENANTS store fuel, lubricants, or other regulated materials, such insurance shall cover cleanup and third-party claims for bodily injury or property damage resulting from a pollution incident.
  - Minimum limit: **\$1,000,000 per occurrence.**
- d. **Worker's Compensation Insurance:**
  - TENANTS shall carry Worker's Compensation Insurance as required by the laws of the State of Montana
- e. **Property Insurance for TENANTS' Equipment:**
  - TENANTS acknowledge that any equipment or materials stored on the premises are at TENANTS' sole risk.
  - TENANTS may, but are not required to, maintain property insurance for its owned equipment.

**2. Additional Insured and Certificate Requirements:**

- a. The CITY of Miles City shall be named as an Additional Insured on all liability policies.
- b. TENANTS shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.
- c. Insurance shall be primary and non-contributory with respect to any coverage maintained by the CITY.

**3. Waiver of Subrogation**

To the fullest extent permitted by law, TENANTS and their insurers waive all rights of recovery against the CITY of Miles City for any claims covered (or that should have been covered) by required insurance.

**K. Environmental Warranty.**

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

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

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

**L. Compliance with ADA.**

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

**M. Non-Discrimination.**

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

**O. Business Registration.**

TENANTS agree to provide documentation to the CITY that the business entities (TENANTS) are in good standing and registered with the Montana Secretary of State prior to execution of this Agreement, to be verified by the Lease Administrator and City Attorney.

***VI. ASSIGNABILITY OF INTEREST***

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

***VII. DEFAULT***

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

***IX. MISCELLANEOUS PROVISIONS***

If is further mutually understood and agreed as follows:

**A. Notice.**

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

**B. Oral Modification Prohibited.**

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

**C. Attorneys Fees and Costs.**

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

**D. Binding Effects.**

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

**E. Time of the Essence.**

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

**F. Incorporation of Recitals.**

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

**G. Executed Copy.**

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

**H. Interpretation.**

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

**I. Contingent Upon Approval of City Council.**

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

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

**CITY OF MILES CITY**

By: \_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

STATE OF MONTANA     )  
  ) ss  
COUNTY OF CUSTER    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dwayne Andrews in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation, who executed the within instrument and acknowledged to me that he executed the same.

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

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

(NOTARIAL SEAL)

**TENANTS:**

\_\_\_\_\_



**CITY OF MILES CITY**

**POSITION DESCRIPTION**

**POSITION:** Airport Manager/Caretaker

**DEPARTMENT:** Airport

**ACCOUNTABLE TO:** Miles City Airport Commission

**SUMMARY OF WORK:**

Maintains airport facilities, grounds, and equipment to provide for a safe and clean environment. Coordinate State and Federal projects and requirements. Prepares and operates within Airport Budget.

**JOB CHARACTERISTICS:**

**Nature of Work:** This position performs technical duties of maintaining airport to assure a safe operating area for all airport users; position works outdoors and may work in adverse weather; position performs physical labor duties.

**Personal Contacts:** Limited contact with transient traffic; regular contact with airport tenants and contractors.

**Supervision Received:** Supervised directly by the Airport Commission Chairman.

**Essential Functions:** Position requires ability to operate hand and power equipment; climb ladders visually inspect premises; shovel heavy amounts of snow; oversee hangar rentals; drive and maintain snowplows, fueling equipment and other equipment; communicate effectively. Manage fueling operations and assures all personnel are certified according to FAA regulations.

**AREAS OF JOB ACCOUNTABILITY AND PERFORMANCE:**

Monitors airport conditions to ensure safe operations for all airport users. Issues NOTAM's and makes decisions as to when to close Airport.

Inspects, repairs, replaces, and maintains Airport property including; runways, taxiways, ramp, safety areas and associated lighting and signs, airport buildings, fencing, grounds, and equipment.

Removes snow, seals cracks, replaces lights, mows, paints, cleans buildings, hauls trash,

spray weeds, does wildlife control, verifies monthly meter readings. Maintains equipment including snowplows, sweeper, fueling equipment, tractors, mowers, and other equipment. Oversees rentals and other lease agreements and income. Prepares operates within the Airport Budget. Performs other related duties as required by the Airport Commission.

### **JOB REQUIREMENTS:**

**Knowledge:** This position requires a knowledge of operating and maintaining equipment; prior airport management/operations preferred, basic knowledge of airport operations, fueling operations and safety requirements, FAA, State, and local laws governing airports.

**Skills:** This position requires skills in operating and maintaining heavy equipment and maintaining facilities.

**Abilities:** This position requires the ability to lift, push and pull up to 80 pounds. Weight in excess of 80 pounds requires assistance. Hearing acuity to be able to communicate effectively and appropriately with fellow employees supervisors, tenants, and the public. Visual acuity to be able to read FAA Advisory Circulars, grant applications and assurances and other information materials. Must be able to manage fueling operations. Must also have the ability to shovel; painting; use hand tools; use power tools; work unusual or long hours, for which comp time will provided; work in adverse weather and extreme temperatures; communicate effectively; follow instructions; establish effective working relationships with fellow employees, supervisors, and the public.

### **EDUCATION AND EXPERIENCE:**

The above knowledge, skills, and abilities are typically acquired through a combination of education and experience equivalent:

- High School Diploma or GED
- Experience in the maintenance and operation of trucks and equipment required
- Prior airport management/operations experience preferred

### **JOB PERFORMANCE STANDARDS:**

Evaluation of this position will be based primarily upon performance of the preceding requirements and duties. Examples of job performance criteria include, but are not limited to, the following:

- Performs assigned duties, work well without additional supervision and uses time well,  
Rarely misses deadlines and is punctual
- Effectively maintains airport facility, grounds, and equipment. Develop and maintain an

**CITY OF MILES CITY**  
**POSITION DESCRIPTION**

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**Personal Contacts:** Limited contact with transient traffic; regular contact with airport tenants and contractors.

**Supervision Received:** Supervised directly by the Airport Commission Chairman.

**Essential Functions:** Position requires ability to operate hand and power equipment; climb ladders visually inspect premises; shovel heavy amounts of snow; oversee hangar rentals; drive and maintain snowplows, fueling equipment and other equipment; communicate effectively. Manage fueling operations and assures all personnel are certified according to FAA regulations.

**AREAS OF JOB ACCOUNTABILITY AND PERFORMANCE:**

Monitors airport conditions to ensure safe operations for all airport users. Issues NOTAM's and makes decisions as to when to close Airport.

Inspects, repairs, replaces, and maintains Airport property including; runways, taxiways, ramp, safety areas and associated lighting and signs, airport buildings, fencing, grounds, and equipment.

Removes snow, seals cracks, replaces lights, mows, paints, cleans buildings, hauls trash,

spray weeds, does wildlife control, verifies monthly meter readings. Maintains equipment including snowplows, sweeper, fueling equipment, tractors, mowers, and other equipment. Oversees rentals and other lease agreements and income. Prepares operates within the Airport Budget. Performs other related duties as required by the Airport Commission.

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### **EDUCATION AND EXPERIENCE:**

The above knowledge, skills, and abilities are typically acquired through a combination of education and experience equivalent:

- High School Diploma or GED
- Experience in the maintenance and operation of trucks and equipment required
- Prior airport management/operations experience preferred

### **JOB PERFORMANCE STANDARDS:**

Evaluation of this position will be based primarily upon performance of the preceding requirements and duties. Examples of job performance criteria include, but are not limited to, the following:

- Performs assigned duties, work well without additional supervision and uses time well,  
Rarely misses deadlines and is punctual
- Effectively maintains airport facility, grounds, and equipment. Develop and maintain an

- inspection routine and log for specific equipment and facilities.
- Periodically inspect, service, and clean hangers and hanger doors.
  - Provides for safe clear paved surfaces
  - Is able to work long hours for severe weather or unscheduled maintenance
  - Is able to prepare and operate within an airport budget
  - Verifies monthly financial statements including detailed income from fuel flowage, Rental and landing fees; and detailed expenses and status of projected income and Expenses
  - Knows and follows airport minimum standards, FAA, State and Local laws and regulations
  - Maintains accurate and timely records, logs, inspections and time sheets
  - Plans and coordinates activities concerned with a construction and maintenance of Airport facilities and operation of the Airport accordance with Commission policy and Regulations
  - Attends meetings of the Airport Commission and, if requested, meetings of the City Council and the County Commissioners
  - Submits plans and ideas to Airport Commission for airport growth, improvement, and maintenance. Takes the initiative
  - Consults with Commission first regarding use of airport facilities, policies, operating rules, safety issues, regulations and procedures
  - Consults with representatives of airlines, utility companies, or individuals for acquisition of property for development of airport, lease of airport buildings and facilities, or use of right of ways
  - Consults with representatives of airlines, utility companies, or individuals for acquisition of property for development of airport, lease of airport buildings and facilities, or use of right of ways
  - Deals effectively, tactfully, enthusiastically and courteously with the public. Represents the airport before civic or other organizational groups, courts, boards and commissions
  - Support all phases of airport growth and local aviation programs
  - Responsible for the security of all Airport property
  - Establishes and maintains effective working relationships with supervisors, tenants and the public
  - Formulates procedures for use in the event of aircraft accidents, fires, illegal trespassing or other emergencies
  - Investigates complaints of excessive noise from low flying aircraft or other operations
  - Must be available to be contacted for emergencies 24 hours a day, 7 days a week, or have other designated alternative person available

## EXEMPT/NON-EXEMPT STATUS

### Municipal Officials Handbook, page 107-108

#### 3.9 COMPENSATION

##### 3.902 Minimum Wages and Hours

**Exempt or Non-Exempt Status** – Depending upon a variety of factors, some employees are exempt from the overtime pay provisions and some from both the minimum wage and overtime pay provisions. Given this fact, both employers and employees should closely review the exact terms and conditions of a possible exemption in light of the employee's actual duties before assuming that the exemption might apply to the employee. In the end, the final responsibility, and legal liability, of classifying an employee as either exempt or non-exempt rests on the employer.

**Overtime Payment** – Unless specifically exempt by Montana law, all employees must be paid at least one-and-one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours in a work week. Application of the overtime provisions of subsection (1) to the employment of firefighters and law enforcement officers by the state must be consistent with the Fair Labor Standards Act of 1938, as amended, and consistent with regulations promulgated under the act. Executives, administrative, and professionals who are paid on a salary basis are exempt from overtime. (Salaried workers who do not meet the definition of executive, administrative, or professional must be paid overtime in addition to their salary.) The definitions of these exemptions can be located at this website: <http://erd.dli.mt.gov/labor-standards/wage-and-hourwage-payment-act.html>. Contact Wage and Hour at 406-444-5600 for more information on the exceptions from overtime or the website at: <http://erd.dli.mt.gov/labor-standards/wage-and-hourwage-payment-act/minimum-wagesovertime-exemptions.html>

**Avoiding the Salary Trap** – Employers must realize that even if they pay an employee a salary versus an hourly wage, they are still subject to the requirements of State and Federal minimum wage and/or overtime laws. Payment of a salary by itself does not exempt an employee unless the business or the individual is exempted from the law.

**LGC special note:** A “simple” check-list to determine an employee’s exempt or non-exempt status does not exist. The responsibility for determining an employee’s exempt status rests on the employer. Positions with duties that meet certain

**FLSA (Fair Labor Standards Act) requirements may be exempted under Executive, Administrative, or Professional criteria. A good reference is the Montana State Department of Labor website, <http://erd.dli.mt.gov/labor-standards/wage-and-hourwage-payment-act.html>. If in doubt, phone Wage and Hour, 406-444-5600, they are very helpful and want to help you make correct determinations.**

**Executive Criteria include the following:**

1. Primary duty consists of the management a department or subdivision thereof; and who
2. Customarily and regularly directs the work of two or more other employees;  
and
3. Has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing, and as to the advancement, promotion or any other change of status of other employees; and who
4. Customarily and regularly exercises discretionary powers; and
5. The employee:
  - a. Does not devote more than 20 percent of his/her hours of work in the workweek to activities which are not directly and closely related to the performance of the work described in 1 through 4 above, or
  - b. Is in sole charge of an independent establishment or a physically separated branch establishment; and
6. Is compensated on a salary (not hourly) basis at a rate of not less than \$455 per week.

**Administrative Criteria include the following:**

1. Primary duty consists of either:
  - a. The performance of office or non-manual work directly related to management policies or general business operations of his employer or his employer's customers, or
  - b. The performance of functions in the administration of the University, or department or subdivision thereof, in work directly related to the academic instruction or training carried on; and
2. Customarily and regularly exercises discretion and independent judgment; and
3. a. Regularly and directly assists an employee employed in a bona fide executive or administrative capacity, or

- b. Who performs under only general supervision work along specialized or technical lines requiring special training, experience, or knowledge, or
- c. Who executes under only general supervision special assignments and tasks; and
- 4. Does not devote more than 20 percent of his/her hours worked in the workweek to activities not directly and closely related to the performance of the work described in paragraphs 1 through 3 above; and
- 5. Compensated on a salary (not hourly) basis at a rate of not less than \$455 per week.

**Professional Criteria include the following:**

- 1. Primary duty consists of the performance of:
  - a. Work requiring knowledge of an advance type in a field of science or learning customarily acquired by an prolonged course of specialized intellectual instruction and study (a general academic education, an apprenticeship, or training in the performance of routine mental, manual, or physical processes does not qualify), or
  - b. Work that is original and creative in character in a recognized field of artistic endeavor (as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training), and the result of which depends primarily on the invention, imagination, or talent of the employee, or
  - c. Teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and employed as a teacher at the University; and
- 2. Work requires the consistent exercise of discretion and judgment in its performance; and
- 3. Work is predominantly intellectual and varied in character (as opposed to routine mental, manual, mechanical, or physical work) and is of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and
- 4. Does not devote more than 20 percent of the hours worked in the workweek to activities which are not an essential part of and necessarily incident to the work described in paragraphs 1 through 3 above; and
- 5. Is compensated on a salary (not hourly) basis at a rate of not less than \$455 per week.

*Sponsored by MSU Extension*

# AIRPORT COMMISSIONERS MEETING MINUTES

Monday, November 10, 2025 Flight Service Bldg 2 pm

Section 11, Item C.

Present: Paul Grutkowski, Tye Ketchum, Justin Strub, Patrick Lifto, Jeff Faycosh, Kevin Thomasen, Dorothy Willems (Secretary), Jeff Langkau (Manager), and Brad Davis (Assistant Manager).

Absent: Doug Phair. Guest: Nathan Schroht (KLJ)

Meeting was called to order by Vice Chairman, Paul Grutkowski

## APPROVAL OF PRIOR MEETING MINUTES

Pat Lifto made a motion to approve October 13, 2025, minutes. Tye Ketchum seconded the motion. Motion carried.

## OLD BUSINESS

- **Financials** – Checking Balance \$303,939.81, Receivables \$18,058.91, Salaries August & September -\$40,000 estimated, City Charges for June, July, and August -\$6,591.90, Airport Improvement Balance of \$76,953.15, Muti Service \$400.00, City Unemployment insurance charges error \$7700.00, and Mt Intercap Loan for Hanger 10 of \$113,74.61 plus interest with payback Feb 2026 of \$310,000. equals estimated cash balance of \$556,715.36.

Loans: City Service Truck Loan \$1226.73 monthly ending 8/1/2026,

Jeff reported items of higher cost annually would be Filters \$4000, Hanger Insurance \$7000, and Bldg Insurance \$4000.

## Status of Hangar Rental Agreements and Liability Insurance

- Jeff Langkau received email with suggested addition to the rental agreement on the insurance side from Assured Partners. Paul Grutkowski suggested adding additions to the current Rental Agreement and assigning a committee of Paul Grutkowski, Jeff Langkau, and Brad Davis to review the agreement and seek advice from legal counsel. Jeff Faycosh made a motion to add the insurance suggestions to the rental agreement and have Paul Grutkowski, Jeff Langkau, and Brad Davis review the agreement and seek legal advice for accepted rental agreement. Tye Ketchem seconded the motion. Motion carried.

## Muggli Ag Lease

- We are still waiting for a reply from Muggli's for a new lease but do know they want to continue the lease. December agenda.

## Hangar 9 Door Disposal Bids

- Received one sealed bid for Hanger 9 door from Charles Moore Trucking in the amount of \$1500. Justin Strub made a motion to accept the bid from Charles Moore Trucking in the amount of \$1500. Pat Lifto second the motion. Motion carried.

## Shop Space Available for Mechanic

- Jim, the Aircraft Mechanic from Huron, is interested in possible space to do some Aircraft maintenance. Haven't heard back from him. December agenda.

## KLJ Report / Nathan Schroht (Report Attached)

- **BLM Seat Base (Non FAA)**
  - Still awaiting comments from BLM from 30% design review and response may be delayed due to current government shutdown.
- **SRE Acquisition (AIP FY 2026)**
  - Meeting with FAA in early November to discuss scope. Snowplow funding will be looked at for these funds. Will discuss at December meeting. Possible AIP 90-5% sharing.
- **Hangar 10 Reimbursement (AIG FY 2026)**
  - Grant application is being prepared, and final costs are being determined with the FAA. Once final FAA share is determined, the grant application will be submitted. Dorothy Willems will

submit financials for fiscal year 2024-2025 to Nathan. Jeff Faycosh gave Nathan information for 3 mils in the amount of \$50,300.50 needed for the final submission reimbursement February 2026 estimated at \$330,000 with a share 90-5% expected.

Section 11, Item C.

- Hanger 5 discussed possible funding for new hanger door, insulation, new roof, rewiring of electrical, and new heating system. Nathan will check on funding and what may qualify. Furnace rebates could be available through MDU. Paul will investigate.
- Hanger 3 North side wood is rotting which would not be covered by any funds but suggested fix was metal siding.

### **NEW BUSINESS**

- **Fox Wedding June 6<sup>th</sup> and Johnstone Wedding at the end of May 2026 in the Roundtop**
  - Suggested Rent for 3 days is \$500.

### **CLAIMS**


- Total Claims = \$24,154.30 including \$20,000 in fuel. Tye Ketchum made a motion to approve November 2025 claims in the amount of \$24,154.30. Jeff Faycosh second. Motion Carried.

### **MANAGERS REPORT** (Copy Attached)

- Summer equipment stored and winter equipment out.
- Phillips 66 inspection went well
- Added a twin to Hangar 10 year around.
- Request to paint the BLM Flight building interior, okay. Airport personnel will pick the colors.
- Discussion to pay off the fuel truck loan which has a balance of about \$10,000. In view of the low interest rate the board felt we should pay off the loan as scheduled which is August 2026.
- Discounts for Hanger Rental paid a year in advance were turned down by the board. Request to be billed a year in advance and invoice as requested would be permitted.
- Brad Davis presented a list of available pickups with pricing to the board, and the favored one was the new Dodge Ram Tradesman for \$45,000.00 from Deluxe. Since this item was not on the agenda, we will vote to purchase it in December after the item has appeared on the December agenda. Additional cost for the vehicle would be radio and beacon.
- Request to increase the rental agreement up to 3% automatically each year was declined by the board. Pat Lifto made a motion to not increase the rental lease for the year 2026. Justin Strub seconded the motion. Motion carried.
- Jeff Langkau requested to have Comp Time for the new manager be calculated at time and a half since the description of the job falls under the definition of nonexempt employee according to the Montana Labor Association. Jeff Faycosh made a motion for Jeff Langkau to contact City Human Resources with the request for time and a half comp time with 40-hour salaried week and anything over time and a half comp time. Pat Lifto seconded the motion. Motion carried.

No Public Comments

**ADJOURNMENT** – Vice Chairman Paul Grutkowski adjourned 3:45. Next meeting December 8, 2025

	<h1>Montana Operations Manual</h1> <h2>Policy</h2>	Category	Human Resources/ Employee Benefits
		Effective Date	08/12/2010
		Last Revised	02/24/2014
Issuing Authority	Department of Administration State Human Resources Division		
<b>Overtime and Nonexempt Compensatory Time Policy</b>			

**I. Purpose**

This policy establishes uniform procedures for administering overtime compensation and nonexempt compensatory time. This policy also directs agencies to comply with the Fair Labor Standards Act (FLSA) and Montana's Wage and Hour Laws when administering overtime compensation or nonexempt compensatory time.

**II. Scope**

This policy covers positions identified as nonexempt from the FLSA in Montana's executive branch except those positions in the Montana university system, the Montana State Fund, elected officials, the personally appointed staff of elected officials, and any other position specifically excluded under Sections 2-18-103 and -104, MCA.

Some nonexempt positions, such as firefighting and law enforcement positions, may have partial exemptions from the overtime provisions of FLSA. Section 7 of the FLSA and Title 29, CFR, Chapter V, Part 553 of the FLSA regulations explain these partial exemptions. Employees in nonexempt positions qualifying for the partial exemption are covered by the requirements of this policy after the partial exemption has been met.

Any collective bargaining agreement providing greater overtime or nonexempt compensatory time benefits supersedes this policy.

**C. Administering Overtime and Nonexempt Compensatory Time**


1. When administering overtime and nonexempt compensatory time, agency management must:
  - a. require advance approval, whenever possible, for an employee in a nonexempt position to work hours resulting in the payment of overtime compensation or the accrual of nonexempt compensatory time;
  - b. require employees to take nonexempt compensatory time off in no less than one-half hour increments;
  - c. pay out at the employee's regular rate unused nonexempt compensatory time when an employee transfers from one agency to another agency or terminates employment for any reason, including for cause; and
  - d. follow the record keeping requirements in the Employee Records Management Policy (2.21.6606 through 2.21.6617 and 2.21.6622, ARM).
2. Employees are responsible for recording overtime and nonexempt compensatory time on a timesheet. Hours must be recorded in not less than one-tenth of an hour increments. (For example, 0.1 hour equals 6 minutes, 0.2 hour equals 12 minutes.) Agencies may round off the fractional increment provided the practice does not result in a failure to compensate an employee for the entire time worked.
3. Employees may not accrue more than 240 hours of nonexempt compensatory time. If an employee accrues 240 hours of nonexempt compensatory time, the employee will earn overtime compensation for additional time in a pay status in excess of 40 hours in a workweek.
4. When administering overtime or nonexempt compensatory time, agency management may:
  - a. establish a lower maximum accrual amount than 240 hours;
  - b. pay out, at any time, an employee's accrued nonexempt compensatory time balance at the employee's regular rate; and
  - c. adjust the work schedule of an employee in a nonexempt position for a workweek to prevent the employee from

later date or paid out in accordance with this policy and federal requirements.

**Overtime:** Time in a pay status by an employee in nonexempt position exceeding 40 hours in a workweek.

**Overtime Compensation:** Monetary compensation paid to an employee in a nonexempt position for all time in a pay status in excess of 40 hours in a workweek.

**Workweek:** A regular, recurring period of 168 hours that occurs over seven consecutive 24 hour periods. In Montana state government, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday, unless defined otherwise by agency management or a collective bargaining agreement.

	<h1>Montana Operations Manual</h1> <h2>Policy</h2>	Category	Human Resources/ Employee Benefits
		Effective Date	07/15/2010
		Last Revised	09/21/2012
Issuing Authority	Department of Administration State Human Resources Division		
<h3>Exempt Compensatory Time Policy</h3>			

**I. Purpose**

This policy establishes minimum standards for administering exempt compensatory time in Montana state government.

**II. Scope**

This policy covers all positions identified as exempt from the Fair Labor Standards Act (FLSA) in Montana’s executive branch except those employed by the Montana university system, the Montana State Fund, elected officials, the personally appointed staff of elected officials, and any other position specifically excluded under Sections 2-18-103, and 104, MCA.

Any collective bargaining agreement providing greater exempt compensatory time benefits supersedes this policy.

**III. Procedures**

Agency management identifies agency positions qualifying for an exemption under the FLSA and Montana’s Wage and Hour Laws. Employees in positions identified as exempt may accrue and use exempt compensatory time. Exempt compensatory time does not provide compensation in addition to the employee’s annual salary. Exempt compensatory time does provide greater flexibility in scheduling employees in exempt positions.

**C. Carry-over Limits and Extensions**

1. Employees may carry over a maximum of 120 hours of exempt compensatory time from one calendar year into the next year. Balances exceeding 120 hours are considered "excess." Employees will forfeit excess exempt compensatory time unless used within 90 calendar days from the last day of the calendar year in which the compensatory time was earned. Agency management may grant an extension as described below.
2. Employees are responsible for making reasonable written requests to use excess compensatory time during the 90-day grace period. Agency management may grant the request to take the time off or extend the number of days the employee has to use the excess exempt compensatory time. Agency management must document the extensions in writing no later than March 31 of each year. The length of the extension is up to the discretion of the agency director or designee but must not extend beyond the end of the calendar year in which the extension is granted. Any excess exempt compensatory time remaining at the end of the extension is forfeited. If no extension request is made during the 90-day grace period, the excess hours are forfeited.

**D. Exempt Compensatory Time Leave Requests**

1. Employees may take accrued exempt compensatory time as paid time off as approved by their supervisor. If the interest of the state requires the employee's attendance, the state's interest overrides the employee's interest to use exempt compensatory time.
2. Agency management may require an employee to take accrued exempt compensatory time off during any workweek.
3. Effective January 1, 2011, employees in exempt positions with an excess annual leave balance as identified under the Annual Leave Policy must use excess annual leave before exempt compensatory time may be used. This provision applies only to excess annual leave balances extended into the grace period following the end-of-year calculations.

**Exempt Compensatory Time:** Time accrued by an employee in an exempt position for all time in a pay status in excess of 40 hours in a workweek.

**Grace Period:** The first 90 calendar days from the last day of the calendar year in which the excess leave was accrued. The grace period may be extended to the end of the calendar year if an employee makes a reasonable written request to use excess leave and the employing agency denies all or any portion of the request.

**In a Pay Status:** Time period in which an employee is being paid for hours worked or for annual leave, sick leave, or other paid leave; sick leave fund grants; holidays; or compensatory time.

**Workweek:** A regular, recurring period of 168 hours that occurs over seven consecutive 24 hour periods. In Montana state government, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday, unless defined otherwise by agency management or a collective bargaining agreement.

Section 11, Item E.

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140485	895235	4008 PITNEY BOWES	273.87					
1	1028476423	11/14/25 3 cartridges ink	91.29		RECURR	1000 3 410500	220	101000
2			91.29			5210 25 430510	220	101000
3			91.29			5310 29 430610	220	101000
140486	895245	4512 ALTERNATIVE EXCAVATION LLC	1,200.00					
1	1610 10/22/25	mildred tower line fix	1,200.00		36039	2850 105 420140	220	101000
140565	895255	2910 TONGUE RIVER ELECTRIC	658.85					
1	11/28/25	Southgate Lighting	560.00			2450 51 430263	341	101000
2	11/25/25	Government Hill	53.16		36201	2850 105 420140	341	101000
3	11/25/25	Mildred Tower	45.69		36201	2850 105 420140	341	101000
140566	-98930C	4019 WEX BANK	9,450.86					
1	108311676	11/26/25 FUEL~Parks	544.83		36127	1000 13 460433	231	101000
2	11/26/25	FUEL~Public Works	2,820.11		36127	2510 107 430220	231	101000
3	11/26/25	FUEL~Public Works	705.03		36127	2520 108 430220	231	101000
4	11/26/25	FUEL~WWTP	115.20		36905	5210 22 430530	231	101000
5	11/26/25	FUEL	115.20			5210 80 430540	231	101000
6	11/26/25	FUEL	115.20			5310 32 430690	231	101000
7	11/26/25	FUEL	115.20			5310 33 430640	231	101000
8	11/26/25	FUEL~Fire	699.32		35402	1000 7 420460	231	101000
9	11/26/25	FUEL~Ambulance	724.39			5510 10 420730	231	101000
10	11/26/25	FUEL~MCPD	1,888.68		36180	1000 5 420140	231	101000
11	11/26/25	FUEL~Animal control	91.98			1000 21 440600	231	101000
12	11/26/25	FUEL~PUD	577.06		36816	5210 23 430550	231	101000
13	11/26/25	FUEL	577.06			5310 31 430630	231	101000
14	11/26/25	FUEL~Airport	131.17		1969	5610 87 430300	231	101000
140567	895265	394 BOSS INC	796.36					
1	833641-0	10/31/25 Finance	45.61		35549	1000 3 410500	220	101000
2	833641-0	10/31/25	45.61		35549	5210 25 430510	220	101000
3	833641-0	10/31/25	45.61		35549	5310 29 430610	220	101000
4	834304-0	11/04/25 City Attorney	64.95		32979	1000 4 411100	210	101000
5	831808-0	10/23/25	38.97		32978	1000 4 411100	210	101000
6	833813-0	10/31/25 Dispatch	57.62		36046	1000 5 420160	210	101000
7	833639-0	10/31/25 MC-building inspector	25.00		33834	2394 18 420531	220	101000
8	834951-0	11/06/25 MC-engineering dept	15.00		36132	6040 910 430220	210	101000
9	833884-0	11/06/25	55.18		36136	2510 107 430220	210	101000
10	835215-0	11/07/25	13.80		36136	2520 108 430220	210	101000
11	829893-0	10/14/25 City Court	305.99		34827	1000 6 410300	210	101000
12	829085-0	10/08/25	29.99		34827	1000 6 410300	210	101000
13	838971-0	11/30/25 Dispatch	53.03		36202	1000 5 420160	210	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140568	89527S	572 VERIZON WIRELESS		1,632.40					
1	6127864569	11/07/25 SIMS cards all agencies		1,119.07		36049	2850 105 420140	345	101000
2	6127864568	11/07/25 MDT fees		320.08		36184	2850 105 420140	345	101000
3	6127864568	11/07/25 cell phone fees		193.25*		36184	1000 5 420140	220	101000
140569	89528S	498 CENTURY LINK		1,941.84					
1	11/21/25	9-1-1 Phone System		1,941.84		36050	2850 105 420140	345	101000
140570	-98940E	373 MASTERCARD		39,884.91					
1	11/15/25			20.42			1000 3 410500	220	101000
2	11/15/25	Payroll-postage		37.26			1000 3 410500	311	101000
3	11/15/25			123.80			1000 3 410500	350	101000
4	11/15/25			181.98			1000 3 410500	370	101000
5	11/15/25			177.78*			1000 5 420140	220	101000
6	11/15/25			20.40			1000 5 420140	311	101000
7	11/15/25			578.24			1000 5 420140	370	101000
8	11/15/25			230.58			1000 5 420140	366	101000
9	11/15/25			3,300.09			1000 5 420140	940	101000
10	11/15/25			130.23			1000 5 420160	210	101000
13	11/15/25			27.90			1000 5 420160	220	101000
14	11/15/25			19.99			1000 7 420460	210	101000
15	11/15/25			9.79			1000 7 420460	220	101000
16	11/15/25			227.28			1000 7 420460	230	101000
17	11/15/25			29.82			1000 7 420460	380	101000
18	11/15/25			123.80			1000 9 410540	350	101000
19	11/15/25			110.81*			1000 13 460433	220	101000
20	11/15/25			141.05			1000 13 460433	230	101000
21	11/15/25			27.38			1000 13 460433	363	101000
22	11/15/25			51.42*			1000 13 460434	363	101000
23	11/15/25			60.94			2220 16 460100	311	101000
24	11/15/25			65.65*			2220 16 460100	320	101000
25	11/15/25			83.98			2220 16 460100	360	101000
26	11/15/25			-161.00			2220 16 460100	370	101000
27	11/15/25			535.08			2220 16 460100	382	101032
28	11/15/25			19.99			2394 18 420531	220	101000
30	11/15/25			63.88			2394 18 420531	231	101000
31	11/15/25			181.50			2394 18 420531	322	101000
34	11/15/25			190.61			2510 107 430220	210	101000
36	11/15/25			590.98			2510 107 430220	220	101000
37	11/15/25			95.92			2510 107 430220	230	101000
38	11/15/25			472.82			2510 107 430220	363	101000
39	11/15/25			47.68			2520 108 430220	210	101000
40	11/15/25			147.78			2520 108 430220	220	101000
41	11/15/25			23.98			2520 108 430220	230	101000

Section 11, Item E.

\* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42	11/15/25			118.26			2520 108 430220	363	101000
43	11/15/25			200.05			2880 112 460100	382	101000
44	11/15/25			195.66			2880 41 460100	380	101003
46	11/15/25			141.86			2985 15 450330	220	101004
47	11/15/25			79.90			2985 15 450340	311	101000
48	11/15/25			25.00			2985 15 450340	370	101000
49	11/15/25			61.28			5210 22 430530	220	101000
50	11/15/25			47.50			5210 22 430530	226	101000
51	11/15/25			305.16			5210 22 430530	230	101000
52	11/15/25			5.12			5210 22 430530	311	101000
53	11/15/25			5.51			5210 22 430530	360	101000
54	11/15/25			119.12			5210 23 430550	210	101000
55	11/15/25			69.99			5210 23 430550	214	101000
56	11/15/25			422.91			5210 23 430550	220	101000
57	11/15/25			1,943.55			5210 23 430550	230	101000
59	11/15/25			745.80			5210 23 430550	234	101000
60	11/15/25			1,307.80			5210 23 430550	235	102270
61	11/15/25			392.62			5210 23 430550	363	101000
62	11/15/25			18.42			5210 25 430510	220	101000
63	11/15/25			123.80*			5210 25 430510	350	101000
64	11/15/25			52.31			5210 80 430540	220	101000
65	11/15/25			3,193.03			5210 80 430540	222	101000
66	11/15/25			47.50			5210 80 430540	226	101000
67	11/15/25			209.42			5210 80 430540	230	101000
68	11/15/25			18.42			5310 29 430610	220	101000
69	11/15/25			123.80*			5310 29 430610	350	101000
70	11/15/25			119.13			5310 31 430630	210	101000
73	11/15/25			657.83			5310 31 430630	220	101000
74	11/15/25			1,592.34			5310 31 430630	233	101000
75	11/15/25			1,149.01			5310 31 430630	234	101000
76	11/15/25			392.64			5310 31 430630	363	101000
77	11/15/25			25.45			5310 32 430690	220	101000
78	11/15/25			47.50			5310 32 430690	226	101000
79	11/15/25			239.54			5310 32 430690	230	101000
80	11/15/25			220.00			5310 32 430690	370	101000
81	11/15/25			269.98*			5310 33 430640	210	101000
82	11/15/25			25.48			5310 33 430640	220	101000
85	11/15/25			1,177.19			5310 33 430640	222	101000
86	11/15/25			47.50			5310 33 430640	226	101000
87	11/15/25			5,286.56			5310 33 430640	230	101000
88	11/15/25			278.57			5310 33 430640	363	101000
89	11/15/25			220.00			5310 33 430640	370	101000
90	2418 11/15/25			283.50			5310 33 430640	380	101000
92	11/15/25			2,833.50			5510 10 420730	222	101000
93	11/15/25			78.11			5510 10 420730	230	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
94	11/15/25			528.53			5510 10 420730	241	101000
95	11/15/25			697.58			5510 10 420730	364	101000
96	11/15/25			217.63*			5610 87 430300	210	101000
97	11/15/25			180.83			5610 87 430300	220	101000
98	11/15/25			256.90			5610 87 430300	230	101000
99	11/15/25			350.44			5610 87 430300	230	101000
100	11/15/25			70.33			5610 87 430300	230	101000
101	11/15/25			33.25			5610 87 430300	231	101000
102	11/15/25			1,193.57			5610 87 430300	239	101000
103	11/15/25			18.67			5610 87 430300	250	101000
104	11/15/25			63.82			5610 87 430300	311	101000
105	11/15/25			138.00			5610 87 430300	330	101000
106	11/15/25			139.00			5610 87 430300	334	101000
107	11/15/25			182.18			5610 87 430300	345	101000
108	11/15/25			2,366.82			5610 87 430300	363	101000
109	11/15/25			70.00*			5610 87 430300	350	101000
110	11/15/25			469.93			6040 910 430220	214	101000
140571	-98942C	4187	MOFI	1,162.96					
1	11/05/25		Fire Training CTR pmt#79	708.89			1000 7 490500	654	101000
2	74375	11/06/25		454.07			1000 7 490500	655	101000
140572	89529S	4076	EXPRESS LAUNDRY, LLC COMMERCIAL	341.00					
1	77350	10/28/25	City Hall Rugs	34.50		36122	1000 8 411230	350	101000
2	77635	11/11/25	City Hall Rugs	34.50		36137	1000 8 411230	350	101000
3	77919	11/25/25	City Hall Rugs	34.50		36137	1000 8 411230	350	101000
4	77413	10/31/25	Shop	20.50*		36137	6040 910 430220	350	101000
5	77990	11/28/25	Shop	20.50*		36137	6040 910 430220	350	101000
6	77222	10/21/25	Library	28.00		36859	2220 16 460100	360	101000
7	77487	11/04/25	Library	28.00		36859	2220 16 460100	360	101000
8	77797	11/18/25	Library	28.00		36864	2220 16 460100	360	101000
9	78072	12/02/25	Library	28.00		36864	2220 16 460100	360	101000
10	77853	11/21/25	WWTP	12.00		36916	5310 33 430640	360	101000
11	77812	11/19/25	WTP	16.50		36916	5210 80 430540	360	101000
12	77655	11/11/25	PD	18.00		36182	1000 5 420140	360	101000
13	77936	11/25/25	PD	18.00		36186	1000 5 420140	360	101000
14	77302	10/24/25	Dispatch	10.00		36040	1000 5 420160	220	101000
15	77205	10/24/25	Dispatch	10.00		36041	1000 5 420160	220	101000
140573	-98937E	1970	MONTANA DAKOTA UTILITIES	35,380.69					
1	11/01/25		GAS/ELECTRIC ~ FD	727.93			1000 7 420460	341	101000
2	11/01/25		GAS/ELECTRIC ~ FD	198.48			1000 7 420460	344	101000
3	11/01/25		GAS/ELECTRIC ~ City Hall	184.65			1000 8 411230	341	101000
4	11/01/25		GAS/ELECTRIC ~ City Hall	262.56			1000 8 411230	344	101000
5	11/01/25		GAS/ELECTRIC ~ Parks	772.80			1000 13 460433	341	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6	11/01/25	GAS/ELECTRIC ~ Parks		209.50			1000 13 460433	344	101000
7	11/01/25	GAS/ELECTRIC ~ Bath House		95.06			1000 14 460445	341	101000
8	11/01/25	GAS/ELECTRIC ~ Animal Shelter		39.54			1000 21 440600	341	101000
9	11/01/25	GAS/ELECTRIC ~ Animal Shelter		30.24			1000 21 440600	344	101000
10	11/01/25	GAS/ELECTRIC ~ Library		416.46			2220 16 460100	341	101000
11	11/01/25	GAS/ELECTRIC ~ Library		172.57			2220 16 460100	344	101000
14	11/01/25	GAS/ELECTRIC ~ District 165		4,132.75			2400 46 430263	341	101000
15	11/01/25	GAS/ELECTRIC ~ Rental Fee		8,829.40			2400 46 430263	533	101000
16	11/01/25	GAS/ELECTRIC ~ District 167		583.13			2420 48 430263	341	101000
17	11/01/25	GAS/ELECTRIC ~ Rental Fee		1,062.00			2420 48 430263	533	101000
18	11/01/25	GAS/ELECTRIC ~ District 171		54.45			2430 49 430263	341	101000
19	11/01/25	GAS/ELECTRIC ~ District 172		651.93			2440 50 430263	341	101000
20	11/01/25	GAS/ELECTRIC ~ District 202		120.97			2470 72 430263	341	101000
21	11/01/25	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	11/01/25	GAS/ELECTRIC ~ District 173		36.26			2480 47 430263	341	101000
23	11/01/25	GAS/ELECTRIC ~ Sewer Lift		122.97			2510 107 430220	341	101000
28	11/01/25	GAS/ELECTRIC ~ Water Plant		4,689.35			5210 22 430530	341	101000
30	11/01/25	GAS/ELECTRIC ~ Water Plant		368.27			5210 22 430530	344	101000
31	11/01/25	GAS/ELECTRIC ~ Fish & Game		20.06			5210 23 430550	341	101000
32	11/01/25	GAS/ELECTRIC ~ Fish & Game		17.09			5210 23 430550	344	101000
33	11/01/25	GAS/ELECTRIC ~ Fish & Game		20.06			5310 31 430630	341	101000
34	11/01/25	GAS/ELECTRIC ~ Fish & Game		17.09			5310 31 430630	344	101000
35	11/01/25	GAS/ELECTRIC ~ Sewer Lift		2,025.81			5310 32 430690	341	101000
36	11/01/25	GAS/ELECTRIC ~ Sewer Lift		118.09			5310 32 430690	344	101000
38	11/01/25	GAS/ELECTRIC ~ Ambulance		465.40			5510 10 420730	341	101000
39	11/01/25	GAS/ELECTRIC ~ Ambulance		126.90			5510 10 420730	344	101000
42	11/01/25	GAS/ELECTRIC ~ Shop		283.09			6040 910 430220	341	101000
43	11/01/25	GAS/ELECTRIC ~ Shop		49.93			6040 910 430220	344	101000
44	11/01/25	FISH & GAME ~ ELECTRIC		32.10			2510 107 430220	341	101000
45	11/01/25	FISH & GAME ~ ELECTRIC		27.35			2510 107 430220	344	101000
46	11/01/25	FISH & GAME ~ ELECTRIC		8.02			2520 108 430220	341	101000
47	11/01/25	FISH & GAME ~ ELECTRIC		6.84			2520 108 430220	344	101000
50	11/01/25	Airport Electric		893.62			5610 87 430300	341	101000
51	11/01/25	Airport Gas		451.66			5610 87 430300	344	101000
54	11/01/25	N Daly Sewer Treatment Plant		6,162.63			5310 33 430640	341	101000
55	11/01/25	PD-419 N 7th gallery		289.53			1000 5 420140	341	101000
56	11/01/25	PD-419 N 7th gallery		278.25			1000 5 420140	344	101000
140575	89530S	4386 KIMBERLY MEES		750.00					
1	11/26/25	Nov 25 cleaning srvc		750.00					
						36190	1000 5 420140	350	101000

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\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140576	89531S	4429 RICE & MARTIN, P.C.		250.00					
1	11/24/25	Law Library Prof Services		100.00			1000 4 411100	350	101000
2	10302025	10/30/25 Legal consult srvces		150.00		32980	1000 4 411100	350	101000
140577	-98941C	4466 Pintler		4,989.19					
1	2418 11/03/25	Oct 25 Ambulance Billing		4,989.19			5510 10 420730	350	101000
140578	89532S	700 CUSTER COUNTY WATER & SEWER		16,080.90					
1	11/29/25	CCWSD Water/Sewer Collections		16,080.90		700	7980 211020		101000
140580	89533S	316 DATA IMAGING SYSTEMS, INC		1,565.00					
1	17663 11/30/25	Finance General		185.43			1000 3 410500	360	101000
2	11/30/25	Finance & Administration Water		116.04			5210 25 430510	360	101000
3	11/30/25	Finance & Administration Sewer		116.05			5310 29 430610	360	101000
4	11/30/25	Mayor		61.81			1000 1 410200	360	101000
5	11/30/25	Planning & Community Services		61.81			1000 36 411020	360	101000
6	11/30/25	Public Utilities Water		133.51			5210 23 430550	360	101000
7	11/30/25	Public Utilities Sewer		133.51			5310 31 430630	360	101000
8	11/30/25	Public Works Maint 204		87.77			2510 107 430220	360	101000
9	11/30/25	Public Works Maint 205		46.98			2520 108 430220	360	101000
10	11/30/25	Treasurer		61.80			1000 9 410540	360	101000
11	11/30/25	TIF		61.80			2310 11 460462	360	101000
12	11/30/25	Building Inspector		133.49			2394 18 420531	360	101000
13	17500 11/14/25	Cable for Treasurer office		365.00		36958	1000 9 410540	214	101000
140581	89516S	1721 MID RIVERS TELEPHONE CORP		1,896.75					
3	11/01/25	LIBRARY		161.74			2220 16 460100	345	101000
4	11/01/25			60.00			2220 16 460100	347	101000
6	11/01/25	911 EMERGENCY		572.51			2850 105 420140	345	101000
7	11/01/25	911 Emergency line 2		475.18			2850 105 420140	341	101000
8	11/01/25	RSVP-internet		58.04			2985 15 450340	345	101000
9	11/01/25	AIRPORT		57.52			5610 87 430300	345	101000
11	11/01/25			60.00			5610 87 430300	347	101000
14	11/01/25	FINANCE		29.93			1000 3 410500	347	101000
17	11/01/25	POLICE		29.93			1000 5 420140	347	101000
18	11/01/25	PD/DISPATCH		62.67			1000 5 420160	345	101000
20	11/01/25	FIRE		29.93			1000 7 420460	347	101000
22	11/01/25	PARK DEPT		29.93			1000 13 460433	347	101000
24	11/01/25	ANIMAL CONTROL		29.93			1000 21 440600	347	101000
26	11/01/25	WATER PLANT		29.93			5210 22 430530	347	101000
27	11/01/25	WATER LINES		29.93			5210 23 430550	347	101000
28	11/01/25	WATER ADMINISTRATION		29.93			5210 25 430510	347	101000
29	11/01/25	SEWER LINES		29.93			5310 31 430630	347	101000
30	11/01/25	WASTEWATER TREATMENT PLANT		29.93			5310 33 430640	347	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31	11/01/25 AMBULANCE		29.93			5510 10 420730	347	101000
32	11/01/25 CITY SHOP		29.93			6040 910 430220	347	101000
33	11/01/25 WASTEWATER ADMINISTRATION		29.93			5310 29 430610	347	101000
140582	89440S 4487 RANGE		2,025.50					
1	11/01/25 MAYOR		56.44			1000 1 410200	345	101000
2	FINANCE/ADMIN		132.84			1000 3 410500	345	101000
3	ATTORNEY		56.50			1000 4 411100	345	101000
4	CITY COURT		146.01			1000 6 410300	345	101000
5	TREASURER		56.50			1000 9 410540	345	101000
6	PARK DEPT		56.50			1000 13 460433	345	101000
7	FLOOD		56.50			1000 201 431200	345	101000
8	BUILDING INSPECTION		56.50			2394 18 420531	345	101000
9	MMD #204		48.87			2510 107 430220	345	101000
10	MMD #205		25.96			2520 108 430220	345	101000
11	WATER ADMINISTRATION		94.67			5210 25 430510	345	101000
12	WASTEWATER ADMIN		94.67			5310 29 430610	345	101000
13	RSVP-telephone		94.34		35289	2985 15 450340	345	101000
14	AMBULANCE		230.57		35400	5510 10 420730	345	101000
15	FIRE		360.63		35400	1000 7 420460	345	101000
16	11/01/25 POLICE DEPT		198.50		36179	1000 5 420140	345	101000
17	11/01/25 ANIMAL CONTROL		12.50		36179	1000 21 440600	345	101000
22	11/01/25 CITYSHOP		110.00		36120	6040 910 430220	345	101000
23	11/01/25 WATERPLANT		91.00		36904	5210 22 430530	345	101000
24	11/01/25 WASTE WATER		46.00		36904	5310 33 430640	345	101000
140583	89534S 4013 GCS BILLINGS		58.07					
1	4440 10/31/25 Oct Billings		58.07		35406	5510 10 420730	350	101000
140584	89535S 4465 LITTLE BIRDIES CLEANING		1,080.00					
1	24 12/04/25 Library-nov cleaning		1,080.00		36865	2220 16 460100	360	101000
140585	-98943E 4491 VANCO		72.55					
**run	ACH only through BMS							
1	15786205 11/03/25 October portal fees		36.28*		36817	5210 25 430510	350	101000
2	15786205 11/03/25		36.27*		36817	5310 29 430610	350	101000
140586	-98939C 523 CITY SERVICE, INC.		1,234.33					
1	W269124 10/30/25 Aviation Hose		1,234.33		1966	5610 87 430300	230	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140587	-98948C	523	CITY SERVICE, INC.	1,226.73					
1	11/03/25	5000	gal truck loan #51 pmt	1,175.81			5610 87 490500	650	101000
2	11/03/25	5000	gal truck int #51 pmt	50.92			5610 87 490500	651	101000
140605	89517S	999999	JAMES GOODSELL	42.68					
1	1323282	11/07/25	CDL renewal	34.14		36134	2510 107 430220	334	101000
2				8.54			2520 108 430220	334	101000
140616	89536S	771	DEPT OF REVENUE	3,061.13					
1	11/07/25	1%	gross rec/arpa slough	184.58*		36131	2991 201 431200	350	2 101000
2	PAYAPP5	11/07/25	1% CGR FD construction	2,876.55		35175	4010 501 420460	950	8 101050
140617	89537S	4308	SDI ARCHITECTS & DESIGN	1,900.00					
1	2025004--00	10/31/25	Library grant assist	1,900.00		36858	2220 16 460100	350	101000
140618	89538S	3039	UTILITIES UNDERGROUND LOCATION	295.75					
1	5105099	10/31/25	October locates	98.58		36820	5210 23 430550	220	101000
2				98.59			5310 31 430630	220	101000
3				98.58			2510 107 430220	220	101000
140619	89539S	2510	QUAD K SUPPLY	150.00					
1	74375	11/06/25	City Hall Toilet paper	150.00		36133	1000 8 411230	230	101000
140620	89519S	4000	AG PARTNERS. LLC	208.68					
1	IB8733	09/29/25	Weed spray	208.68		36141	1000 13 460433	222	101000
140621	89518S	1120	C & J ELECTRIC	4,972.87					
INV#7358/7360/6912/7361/7362/6920									
1	multit	10/14/25	change dispaly,pull wires	3,350.00		36906	5310 33 430640	360	101000
2	multi	10/14/25	part,run2",uv bldng	1,622.87		36906	5310 33 430640	230	101000
140622	-98927C	3292	WESTERN PEAKS LOGISTICS LLC	559.15					
1	1284wp1752	09/30/25	Sept 25 Courier	559.15*		36860	2880 39 460100	311	101000
140623	89540S	999999	KEN STEIN	151.78					
1	AMZ669987	10/23/25	Ink cartridge	38.99		34828	1000 6 410300	210	101000
2	AMZ9425637	10/23/25	battery backup	67.99		34828	1000 6 410300	210	101000
3	AMZ9855717	10/24/25	box of paper	44.80		34828	1000 6 410300	210	101000

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140624	89541S	4218 CUSTER COUNTY TRANSIT	143.00					
1		Oct-25 11/10/25 volunteer rides Oct 25	51.00		35291	2985 15 450330	379	101004
2		Oct-25 11/10/25 Volunteer rides Oct 25	25.00		35291	2985 15 450351	220	101008
3		Nov-25 12/01/25 volunteer rides Nov 25	49.00		35296	2985 15 450330	379	101004
4		Nov-25 12/01/25 volunteer rides Nov 25	18.00		35296	2985 15 450351	220	101008
140625	89522S	4171 FERGUSON WATERWORKS #1701	3,130.66					
1		94157 11/07/25 curbstop valves, couplers	2,874.11		36821	5210 23 430550	235	102270
2		941517-1 11/11/25 srvc connection	256.55		36825	5210 23 430550	235	101000
140626	89542S	4026 JACKSON CONTRACTOR GROUP INC	284,778.51					
1		PAYAPP5 11/07/25 FD Construction	284,778.51		35174	4010 501 420460	950	8 101050
140627	89543S	4254 MC ELECTRIC, LLC	41,173.21					
1		8048 11/06/25 Replacement generator	41,173.21		36823	5310 31 430630	940	101000
140628	89544S	4254 MC ELECTRIC, LLC	40,352.09					
1		8032 10/25/25 WWTP generator replacemtn	40,352.09		36824	5310 33 430640	940	101000
140629	89545S	4234 GREEN PRO SOLUTIONS	1,439.40					
1		27178 11/04/25 lift station degreaser	1,439.40		36907	5310 32 430690	230	101000
140630	89546S	268 MILES CITY SANITATION INC.	877.60					
1		2001782 11/12/25 garbage -waterplant	405.00		36908	5310 33 430640	346	101000
2		5AX00137 10/31/25 Garbage-FD october	435.60		35403	2991 7 420460	950	8 101000
3		5B165625 11/01/25 garbage-PD	37.00*		36185	1000 5 420140	220	101000
140631	89547S	1737 MC AREA SOLID WASTE DISTRICT	15.50					
1		137667 11/06/25 Demo wwtp	10.50		36909	5310 33 430640	346	101000
2		139743 11/14/25 Tire on road	5.00		36251	2510 107 430220	350	101000
140632	-98926C	501 CHEM SEARCH	1,602.67					
1		9375181 10/30/25 Oil WWTP	801.34		36910	5210 22 430530	231	101000
2			801.33			5210 80 430540	231	101000
140633	89548S	1190 HACH COMPANY	328.05					
1		14742456 11/04/25 calibration kit	328.05		36911	5210 80 430540	222	101000
140634	89549S	4373 BIG STATE INDUSTRIAL SUPPLY INC	100.02					
1		1615008 10/29/25 Industrial wipes	100.02		36912	5210 80 430540	230	101000

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\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140635	89550S	4275 TOP GUN ASPHALT		15,600.00		36183	1000 5 420140	931	101000
1	3132	07/12/25 Ultraseal MCPD lot		15,600.00*					
140636	89551S	4127 I-STATE TRUCK CENTER		88.63		36138	2510 107 430220	363	101000
1	C251401675	10/27/25 gas cylinder		35.45					
2				8.86			2520 108 430220	363	101000
3				22.16			5210 23 430550	363	101000
4				22.16			5310 31 430630	363	101000
140637	89552S	800 DOEDEN CONSTRUCTION		918.70		36139	2510 107 430235	230	101000
1	66294	11/10/25 Valley Pan on Bridge		500.50					
2	99301	11/28/25 sand for streets		334.56		36259	2510 107 430220	350	101000
3	99306	12/01/25		83.64		36259	2520 108 430220	350	101000
140638	89553S	869 EAST MONT COMMUNICATIONS		99.00		35404	1000 7 420460	214	101000
1	30347	11/06/25 microphone Rescue 1		99.00					
140639	89554S	4215 JGA ARCHITECTS ENGINEERS		5,485.28		35405	2991 7 420460	950	8 101000
1	15	11/10/25 Architect		5,485.28					
140640	89555S	4104 BILLINGS CLINIC OCCUPATIONAL		450.00		35407	1000 7 420460	350	101000
1	231EM1124	09/09/25 MCFD emp Annual		450.00					
140641	89556S	4395 JOE JOHNSON EQUIPMENT		5,041.66		36148	2510 107 430220	363	101000
1	P03358	11/06/25 Parts sweeper #43		3,942.58					
2	P03379	11/17/25 Parts sweeper #43		985.64		36148	2520 108 430220	363	101000
3	P03388	11/25/25 Parts sweeper #43		934.75		36262	2510 107 430220	363	101000
4	P03388	11/25/25		233.69		36262	2520 108 430220	363	101000
9900	P03403	12/01/25 actuator-parts return		-844.00					
CI	20								
9901	P03403	12/01/25		-211.00			2520 108 430220	363	101000
CI	20								
140642	89557S	2903 TIRE-RAMA		61.00		36147	2510 107 430220	360	101000
1	106-21622	11/12/25 Shop/Tire repair		24.40					
2	106-21622	11/12/25		6.10		36147	2520 108 430220	360	101000
3	106-21592	11/11/25 Police/Tire Repair		30.50		36189	1000 5 420140	366	101000
140643	89558S	499 CHECKERS INC		280.00		36146	2510 107 430220	350	101000
1	136842	11/04/25 Drug test		44.00					
2	136842	11/04/25		11.00		36146	2520 108 430220	350	101000
3	136928	11/12/25 Drug test parks/puds		47.50*		36150	1000 13 460433	220	101000
4	136928	11/12/25		61.25		36150	5210 23 430550	220	101000
5	136928	11/12/25		61.25		36150	5310 31 430630	220	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6	136936	11/13/25	Drug test/PW	44.00		36150	2510 107 430220	220	101000
7	136936	11/13/25		11.00		36150	2520 108 430220	220	101000
140644	-98925C	1407	KLJ ENGINEERING LLC	52,308.00					
1	8326	11/10/25	Darling Add phase 4	4,192.98		36144	5210 23 430550	357	101000
2	8326	11/10/25		1,905.90		36144	5310 31 430630	357	101000
3	8326	11/10/25		6,607.12		36144	2510 107 430236	350	101000
4	9347	11/21/25	ARPA-slough	7,152.00*		36256	2991 201 431200	350	2 101000
5	9348	11/21/25	Yellowstone Phase I	32,450.00		36256	1000 201 431200	350	3 101000
140645	89559S	4513	CURB BOX SPECIALIST, INC	12,400.00					
1	26449	11/10/25	4"-6" cut in valves waterline	12,400.00		36822	5210 23 430550	360	101000
140646	-98929C	523	CITY SERVICE, INC.	17,577.87					
1	0895577	11/10/25	4500 gal fuel AV gas	17,577.87		1972	5610 87 430300	237	101000
140647	-98938E	4091	US TREASURY	738.90					
1	CP161	11/18/25	tax penalty fees	246.30		34995	1000 3 410500	220	101000
2				246.30			5210 25 430510	220	101000
3				246.30			5310 29 430610	220	101000
140648	89520S	4357	MCCONE ELECTRIC CO-OP INC	108.03					
1	10312025	10/31/25	Sheep MTN electric	108.03		36048	2850 105 420140	341	101000
140649	89560S	4162	CROSS PETROLEUM SERVICE	1,200.00					
1	T12656P	10/24/25	Propane-Mildred tower	1,200.00*		36047	2850 105 420140	230	101000
140650	89561S	1638	ENVIRO-CLEAN INTERMOUNTAIN LLC	836.92					
1	10P2011	11/14/25	ball + needle valve	143.82		36828	5210 23 430550	363	101000
2	10P2011	11/14/25		143.82			5310 31 430630	363	101000
3	10P2011	11/14/25		230.10			2510 107 430220	363	101000
4	10P2011	11/14/25		57.53			2520 108 430220	363	101000
5	10P2014	11/14/25	gauge press	17.96		36828	5210 23 430550	363	101000
6	10P2014	11/14/25		17.96			5310 31 430630	363	101000
7	10P2014	11/14/25		28.74			2510 107 430220	363	101000
8	10P2014	11/14/25		7.19			2520 108 430220	363	101000
9	10P2025.02	11/20/25	valve/gauge #30	75.92		36253	2510 107 430220	363	101000
10	10P2025.02	11/20/25		18.98			2520 108 430220	363	101000
11	10P2025.02	11/20/25		47.45			5210 23 430550	363	101000
12	10P2025.02	11/20/25		47.45			5310 31 430630	363	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140651	89562S	4038	BOBCAT OF MILES CITY	4,111.08					
1	01-85206	11/13/25	Mini Excavator repair	1,027.77		36827	5210 23 430550	360	101000
2	01-85206	11/13/25		1,027.77			5310 31 430630	360	101000
3	01-85206	11/13/25		1,644.43			2510 107 430220	363	101000
4	01-85206	11/13/25		411.11			2520 108 430220	363	101000
140652	89563S	4340	VALLI INFORMATION SYSTEMS (BDS)	3,041.45					
1	103284	11/13/25	October water/sewer fees	1,520.73		36826	5210 25 430510	320	101000
2	103284	11/13/25		1,520.72			5310 29 430610	320	101000
140653	89564S	1321	HOLMLUND MOBILE LOCK & KEY	1,750.00					
1	98598	11/13/25	Office door unlock-library	55.00		36862	2220 16 460100	350	101000
2	98608	11/14/25	shop lock	565.00		36252	6040 910 430220	220	101000
3	98608	11/14/25		282.50			5210 23 430550	220	101000
4	98608	11/14/25		282.50			5310 31 430630	220	101000
5	98608	11/14/25		452.00			2510 107 430220	220	101000
6	98608	11/14/25		113.00			2520 108 430220	220	101000
140654	89521S	999999	APWA AMERICAN PUBLIC WORKS ASSOC	255.00					
1	000898909	11/20/25	apwa membership dues	204.00		36149	2510 107 430220	334	101000
2	000898909	11/20/25		51.00		36149	2520 108 430220	334	101000
140655	89565S	4511	WESTERN APEX INC	520.00					
1	2025-22	1	11/17/25 Plan Review	520.00		33837	2394 18 420531	220	101000
140656	-98936C	4009	PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	11/21/25		refill postage meter	1,000.00			1000 3 410500	311	101000
140657	-98935E	4360	ALLEGIANCE BENEFIT PLAN MGMT	97.50					
1	2025102800	10/28/25	Oct 25 HSA/FSA admin fees	32.50		36952	1000 5 420140	143	101000
2	10/28/25			32.50			2510 107 430220	143	101000
3	10/28/25			32.50			5210 22 430530	143	101000
140694	89566S	2270	NORTHWEST PIPE INC	3,961.80					
1	7480895	11/17/25	PreSED Cap	3,961.80		36142	5210 22 430530	230	101000
140695	89567S	4428	A & I DISTRIBUTORS	497.09					
1	151711-00	11/20/25	grease/oil/wash	198.84		36254	2510 107 430220	231	101000
2	151711-00	11/20/25		49.71			2520 108 430220	231	101000
3	151711-00	11/20/25		124.27			5210 23 430550	231	101000
4	151711-00	11/20/25		124.27			5310 31 430630	231	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140696	89568S	999999 STEVENSON MONUMENT COMPANY		2,687.50					
1	11212025	11/21/25 1/2 pmt on Wibaux ftn bowl		2,687.50		36255	2510 107 430230	350 12	101000
140697	89569S	4221 DPHSS-EHFS		225.00					
1	112125	11/21/25 Wibaux Pool License		225.00		36257	1000 14 460445	220	101000
140698	89570S	999999 BEAU LUFBOROUGH		2,039.51					
1	12/03/25	damage to vehicle, watermain r		2,039.51		36833	5210 23 430550	360	101000
140699	89571S	4346 MOUNTAIN ALARM		45.78					
1	7413151	12/01/25 PD alarm		45.78*		36187	1000 5 420140	220	101000
140700	89572S	671 CUSTER COUNTY TREASURER		1,300.00					
1	12/01/25	Monthly Lease RSVP-dec 25		650.00		35293	2985 15 450340	530	101000
2	12/01/25	Monthly Lease RSVP-Jan 26		650.00		35293	2985 15 450340	530	101000
140701	89573S	288 MILES CITY AREA CHAMBER OF		82.68					
1	7125072	11/19/25 bulk mailing RSVP newsletter		82.68		35292	2985 15 450340	311	101000
140702	-98924C	4010 FELT MARTIN P.C.		2,187.50					
1	12102	11/20/25 consultation re: emp issues		2,187.50		34998	1000 3 411101	350	101000
140703	89574S	4426 APG YELLOWSTONE NEWS		1,230.70					
1	683880	11/10/25 Ord 1399-annex last chance		254.99		36145	1000 36 411020	331	101000
2	692419	11/14/25 701 washington floodplain		94.98		36145	1000 201 431200	331	101000
3	684137	11/07/25 BID-connors stadium		508.97		36140	1000 13 460436	230	101000
4	688209	10/29/25 joint planning/zoning		70.42		36119	1000 36 411020	331	101000
5	692127	11/15/25 City council vacancy		163.34		36957	1000 2 410100	331	101000
6	688444	11/08/25 Ord 1400-mechanical/gas codes		138.00*		36957	2394 18 420531	331	101000
140704	89575S	2529 RAILROAD MANAGEMENT CO III, LLC		832.49					
1	538905	11/25/25 waterline crossing		832.49		36832	5210 23 430550	532	101000
140705	89576S	4369 ELEMTECH INC		260.00					
1	21585	11/25/25 meter register		260.00		36831	5210 23 430550	230	101000
140706	89577S	4288 KONE PASADENA		1,417.08					
1	871875927	12/01/25 maintenanc contract		1,417.08		36266	1000 8 411230	360	101000

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140707	89578S	4253 DOUBLE J CONCRETE & CARPENTRY,		14,603.00		36260	2510 107 430220	350	101000
1	0174	11/24/25 900 Blk Main-Alley		14,603.00					
140708	89579S	999999 ERIC SLOTSVE		220.50		36192	1000 5 420140	370	101000
		Helena MT-child forensic interview training							
1	11/07/25	Meal reimbursement		220.50					
140709	89580S	4216 BIG SKY GUTTERS & DOORS		2,020.00		36261	2510 107 430220	350	101000
1	10224	11/25/25 shop garage door		538.67		36261	2520 108 430220	350	101000
2	10224	11/25/25		134.66		36261	5210 23 430550	350	101000
3	10224	11/25/25		336.67		36261	5310 31 430630	350	101000
4	10224	11/25/25		336.67		36261	6040 910 430220	350	101000
5	10224	11/25/25		673.33*					
140711	89581S	999999 MATT ROBB		180.67		36191	1000 5 420140	220	101000
1		cell bill 07/09/25 Jul 25 cell phone		35.33*		1000	5 420140	220	101000
2	08/08/25	Aug 25 cell phone		35.33*		1000	5 420140	220	101000
3	09/07/25	Sept 25 cell phone		35.33*		1000	5 420140	220	101000
4	10/07/25	oct 25 cell phone		37.34*		1000	5 420140	220	101000
5	11/06/25	Nov 25 cell phone		37.34*		1000	5 420140	220	101000
140712	89582S	4094 MONTANA DEPT OF AGRICULTURE		70.00		36264	1000 13 460433	334	101000
1	12/01/25	Pesticide License renewal-seth		70.00					
140713	89583S	4501 CBO CONSULTING SERVICES OF		1,000.00		33840	2394 18 420531	350	101000
1	11006	12/01/25 November consult srves		1,000.00					
140714	89584S	4479 SAFEbuilt		1,045.00		33841	2394 18 420531	350	101000
1	2927573	11/30/25 plan review		1,045.00					
140715	89585S	999999 DAVE & MISH LEIDHOLT		108.00		36268	2510 107 430220	350	101000
1	12/03/25	12 bales hay-xmas trees		108.00					
140716	89586S	4112 FARMERS BROTHERS COFFEE		433.55		1975	5610 87 430300	220	101000
1	32076301	12/01/25 5 cases of coffee		433.55					
140717	89587S	4000 AG PARTNERS. LLC		109.50		1974	5610 87 430300	230	101000
1	1B8807	11/20/25 Kaput-gopher bait		109.50					

\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140718	89588S	4069 AGRI INDUSTRIES		25.00					
1	CS-033138	10/06/25 gasket rings		25.00		36920	5310 33 430640	230	101000
140719	89589S	902 ENERGY LABORATORIES INC		666.00					
INV#	748215-750035-750247-751689								
1		multiple 11/06/25 bactis, ammonia, nitrites		532.00		36919	5210 80 430540	352	101000
2		11/06/25 flourides, tocs, bactis		134.00		36918	5310 33 430640	352	101000
140720	89590S	1896 HAWKINS, INC		40.00					
1	7257035	11/15/25 demurrage		10.00		36918	5210 80 430540	222	101000
2	7258233	11/15/25		30.00		36918	5310 33 430640	222	101000
140722	89591S	1720 MIDLAND IMPLEMENT		959.85					
1	319832001	10/03/25 sweeper		959.85		36269	1000 13 460433	360	101000
						<b># of Claims</b>	<b>93</b>	<b>Total:</b>	<b>671,452.73</b>
						<b>Total Electronic Claims</b>	<b>169,473.81</b>	<b>Total Non-Electronic Claims</b>	<b>501978.92</b>

Section 11, Item E.

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	74,069.96
2220 LIBRARY	
101000 Cash - Operating	4,007.34
101032 Cash- Library Board of Trustees	535.08
2310 TIFD-Downtown	
101000 Cash - Operating	61.80
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	3,183.36
2400 LTG M D#1165-(Gen City)	
101000 Cash - Operating	12,962.15
2420 LTG M D#1167-(MilesAddn Etc)	
101000 Cash - Operating	1,645.13
2430 LTG M D#1171-(Balsam Est)	
101000 Cash - Operating	54.45
2440 LTG M D#1172-(Main Str)	
101000 Cash - Operating	651.93
2450 LTG M D#1195-(SG-Trico)	
101000 Cash - Operating	560.00
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	446.87
2480 LTG M M#1173-(Milestown Estates)	
101000 Cash - Operating	36.26
2510 STR MAINT DIST #204	
101000 Cash - Operating	37,109.46
2520 STR MAINT DIST #205	
101000 Cash - Operating	3,124.98
2850 Southeastern Montana Dispatch-911	
101000 Cash - Operating	7,035.56
2880 LIBRARY GRANTS	
101000 Cash - Operating	759.20
101003 Cash - per capita	195.66
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	1,639.96
101004 RSVP Non-Federal Cash Operating-Custer	241.86
101008 RSVP- Custer Excess	43.00
2991 Federal Recovery Funds	
101000 Cash - Operating	13,257.46
4010 Fire Dept Captial Imprvmt Fund	
101050 CASH-FD Building Bond	287,655.06
5210 WATER UTILITY	
101000 Cash - Operating	44,857.99
102270 Cash - Curb Stop Replacement Fee	4,181.91
5310 SEWER UTILITY	
101000 Cash - Operating	116,598.63
5510 AMBULANCE FUND	
101000 Cash - Operating	10,762.17
5610 AIRPORT OPERATING	
101000 Cash - Operating	27,457.39
6040 PUBLIC WORKS	
101000 Cash - Operating	2,237.21
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	16,080.90

**Total:** 671,452.73