



CITY OF MILES CITY

Regular Council Meeting Agenda

September 22, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

A. Muggli Lease Renewal Request

2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular Council Minutes July 28, 2026

B. Regular Council Minutes September 15, 2026

3. SCHEDULE MEETINGS

4. CITY COUNCIL COMMENTS

5. MAYOR COMMENTS

6. NEW BUSINESS

A. RESOLUTION NO 4723 - A RESOLUTION APPROVING A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH INTERSTATE ENGINEERING, INC., FOR THE PROVISION OF ENGINEERING SERVICES TO TH CITY OF MILES CITY FOR A 5-YEAR PERIOD.

B. RESOLUTION NO. 4724 - A RESOLUTION APPROVING A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICE WITH ROBERT PECCIA & ASSOCIATES, FOR THE PROVISION OF ENGINEERING SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

C. RESOLUTION NO. 4725 - A RESOLUTION GRANTING A REVOCABLE LICENSE TO MICAH KIRKPATRICK FOR A FENCE ENCROACHMENT UPON CITY OF MILES CITY RIGHT OF WAY FOR BATCHELOR STREET FOR THE BENEFIT OF LOTS 19 & 20 IN BLOCK 5 OF THE LEIGHTON AND GARLOCKS ADDITION TO THE CITY OF MILES CITY, COMMONLY KNOWN AS 2118 BATCHELOR STREET.

D. RESOLUTION NO. 4726 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, DECLARING ITS INTENTION TO ANNEX CERTAIN CONTIGUOUS PLATTED LAND INTO THE CITY OF MILES CITY PURSUANT TO TITLE 7,

CHAPTER 2, PART 43, MONTANA CODE ANNOTATED, TO-WIT: ALL LOTS IN THE STEEL MINOR SUBDIVISION AND ALL LOTS IN THE KATL MINOR SUBDIVISION NOT CURRENTLY WITHIN THE CORPORATE BOUNDARIES OF THE CITY

7. 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

Miles City Property Lease Bid

From:

Jerome Muggli and Rhonda Rae Wald
P.O. Box 872
417 Marion Street
Miles City, MT 59301

To:

City of Miles City

Legal Description:

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

Proposal

We submit this bid because we have purchased the substantial improvements located upon said real property, including an approximately 4,800-square-foot warehouse building used as a welding and repair shop. We propose to continue using the property for the same purpose.

We would like to request a ten-year lease of said property, if possible, with an option to renew.

Thank you for your consideration.

Jerome Muggli

Signature: _____

Rhonda Rae Wald

Signature: _____



CITY OF MILES CITY

Regular Council Meeting Agenda

July 28, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

A. Gary Taylor - VFW Auxiliary 4th of July Committee Update.

2. SCHEDULE MEETINGS

3. STAFF REPORTS & OTHER COMMITTEE MINUTES

A. MCPD staff report for July 2026

4. CITY COUNCIL COMMENTS

5. MAYOR COMMENTS

6. PUBLIC HEARINGS

A. ORDINANCE NO. 1406 - AN ORDINANCE ENACTING "SECTION 5-4. BUILDING PERMIT AND PLAN REVIEW FEES" TO THE CODE OF ORDINANCES OF MILES CITY, MONTANA.

7. UNFINISHED BUSINESS

A. ORDINANCE NO. 1406 - (*second reading*) AN ORDINANCE ENACTING "SECTION 5-4. BUILDING PERMIT AND PLAN REVIEW FEES" TO THE CODE OF ORDINANCES OF MILES CITY, MONTANA.

8. NEW BUSINESS

A. DISCUSS DRAFT ORDINANCE FOR SHIPPING CONTAINERS

B. RESOLUTION NO. 4686 - A RESOLUTION ADOPTING A REVISED PURCHASING POLICY FOR THE CITY OF MILES CITY, MONTANA.

C. RESOLUTION NO. 4689 - A RESOLUTION APPROVING THE PLACEMENT OF A CITY OF MILES CITY PUBLIC SAFETY MILL LEVY ON THE NOVEMBER 2026 GENERAL ELECTION BALLOT

- D. APPROVE PART-TIME TREASURER JOB DESCRIPTION FOR THE CITY OF MILES CITY WITH STARTING HOURLY WAGE OF \$22.00.
- E. APPROVE LETTER TO CUSTER COUNTY COMMISSIONERS REGARDING GOVERNMENT STRUCTURE FROM CITY COUNCIL.
- F. APPROVE JUNE CLAIMS

9. ADJOURNMENT

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



MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

Section 2, Item A.

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

To: City Council

From: Chief Colombik

Ref: July 2026 Council Report

Officer Michael Nord is scheduled to graduate from the Montana Law Enforcement Academy Basic Session #190 on July 21st. He will be POST certified as he has over one year on with the department.

We are still at 14 officers, while being budgeted for 16. We are in the process of testing a POST certified officer and that hiring process will take several weeks.

The following is our updated felony list. Since the last report, we have taken on another 9 felony cases. We are currently at 82 felony investigations for the year so far. The majority of our newer cases are sex crimes against children.

1. Assault 1/1/26
2. SIWOC 1/1/26
3. CPDD 1/4/26
4. Child abuse 1/6/26
5. Child porn 1/19/26
6. Child abuse 1/20/26
7. TOP violation 1/23/26
8. Child porn 1/24/26
9. Death investigation 1/28/26
10. Fraud 2/4/26
11. Child abuse 2/9/26
12. Child abuse 2/10/26
13. Child abuse 2/11/26

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

14. Assault with a weapon 2/11/26
15. Child porn 2/13/26
16. Child abuse 2/18/26
17. Burglary 2/20/26
18. Assault with a weapon 2/23/26
19. Fraud 2/26/26
20. Burglary 2/26/26
21. SIWOC 3/3/26
22. Child abuse 3/5/26
23. Embezzlement/Fraud 3/7/26
24. Theft 3/9/26
25. Child porn 3/10/26
26. Child abuse 3/10/26
27. CPDD 3/16/26
28. Embezzlement 3/18/26
29. Elder abuse 3/19/26
30. CPDD 3/20/26
31. Burglary 3/25/26
32. Theft 3/25/26
33. Criminal mischief 3/25/26
34. SIWOC 3/26/26
35. Fraud/exploitation of a vulnerable adult 3/27/26 victim #1
36. Fraud/exploitation of a vulnerable adult 3/27/26 victim #2
37. Fraud/exploitation of a vulnerable adult 3/27/26 victim #3
38. Fraud/exploitation of a vulnerable adult 3/27/26 victim #4
39. Fraud/exploitation of a vulnerable adult 3/27/26 victim #5
40. Fraud/exploitation of a vulnerable adult 3/27/26 victim #6
41. Fraud/exploitation of a vulnerable adult 3/27/26 victim #7
42. Fraud/exploitation of a vulnerable adult 3/27/26 victim #8
43. Fraud/exploitation of a vulnerable adult 3/27/26 victim #9
44. Fraud/exploitation of a vulnerable adult 3/27/26 victim #10
45. Assault with a weapon 3/27/26
46. Fraud/exploitation of a vulnerable adult 3/27/26 victim #11
47. Fraud/exploitation of a vulnerable adult 3/27/26 victim #12

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

- 48. Fraud/exploitation of a vulnerable adult 3/27/26 victim #13
- 49. Fraud/exploitation of a vulnerable adult 3/27/26 victim #14
- 50. Fraud/exploitation of a vulnerable adult 3/27/26 victim #15

*** all above victims have different financial loss amounts and varying dates of loss ***

- 51. Child porn 4/9/26
- 52. SIWOC 4/17/26
- 53. PFMA strangulation 4/10/26
- 54. SIWOC 4/17/26
- 55. MV Theft, aggravated fleeing and elude 4/25/26
- 56. Protective order violation 4/30/26
- 57. Child pornography 4/30/26
- 58. Burglary 5/5/26
- 59. DUI drugs 5/7/26
- 60. Swatting incident/report of kidnapping and shooting 5/11/26
- 61. SIWOC 5/15/26
- 62. Person with a weapon 5/19/26
- 63. Theft (F) 5/20/26
- 64. Theft (F) scam 5/22/26
- 65. Child pornography 5/24/26
- 66. Child pornography 5/24/26
- 67. CPDD, PFMA 5/26/26
- 68. Child abuse 5/29/26
- 69. Burglary 5/29/26
- 70. DUI (F) 4th offense 5/31/26
- 71. Sexual assault on a minor x 2, 5/31/26
- 72. SIWOC 6/2/26
- 73. Fraud 6/5/26
- 74. Child pornography 6/10/26
- 75. Sex assault/minor victim 6/12/26
- 76. Sex assault/minor victim 6/13/26
- 77. Sexual abuse of children 6/17/26
- 78. Child pornography 6/30/26
- 79. Domestic (F) 7/4/26
- 80. Child abuse 7/6/26
- 81. SIWOC 7/7/26
- 82. Assault with a weapon 7/11/26

MILES CITY POLICE DEPARTMENT
Doug Colombik, Chief of Police

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

ORDINANCE NO. 1406

AN ORDINANCE ENACTING “SECTION 5-4. BUILDING PERMIT AND PLAN REVIEW FEES” TO THE CODE OF ORDINANCES OF MILES CITY, MONTANA.

WHEREAS, the City of Miles City has adopted a fee schedule for building permit issuance, and desires to reference the same within the City’s ordinances pertaining to the adoption of building codes, and to add a provision for plan review fees for certain building projects;

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

Section 1. Section 5.4, is amended to read as follows:

Sec. 5-4. – Building Permit and Plan Review Fees. The City Council shall establish by appropriate Resolution the fees to be charged by the City for the issuance of building permits, as well as for associated building plan review.

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

Said Ordinance read and put on its passage this 23rd day of JUNE, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this ____ day of _____, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. 1406

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Said Ordinance read and put on its passage this 23rd day of JUNE, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this ____ day of _____, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

ORDINANCE NO. _____

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

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

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

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

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

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

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

Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 24-73. – Shipping containers:

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

shipping container(s) is not visible outside of the building due to siding, roofing, and other structural coverings that will result in no visibility of the shipping container(s).

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

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

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

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

- (1) Except as expressly authorized by this section, shipping containers shall not be permitted as a permanent principal use, accessory use, accessory building, storage structure, or temporary structure in the commercial and industrial districts.
- (2) Shipping containers used as components of a permanent permitted building(s) and subject to and in compliance with applicable building codes may be allowed if the shipping container(s) is not visible outside of the building due to siding, roofing, and other structural coverings that will result in no visibility of the shipping container(s).
- (3) Temporary portable shipping containers may be permitted as a temporary storage use only upon issuance of a temporary use permit pursuant to Section 24-80(e) and subject to all of the following requirements:

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

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

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

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

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

Sec. 24-80. - Permits required.

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

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

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

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

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

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

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

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

Said Ordinance first read and put on its passage this ____ day of _____, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this ____ day of _____, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4686

A RESOLUTION ADOPTING A REVISED PURCHASING POLICY FOR THE CITY OF MILES CITY, MONTANA.

WHEREAS, the City of Miles City wishes to implement a revised policy governing the process relative to all purchases made by the City of Miles City;

AND WHEREAS the City of Miles City has developed an updated policy with regards to the same;

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

1. The Purchasing Policy attached hereto as Exhibit “A” is hereby approved and adopted by the Council, effective immediately.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 16TH DAY OF JUNE, 2026.

C. A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit A

 CITY OF MILES CITY POLICY & PROCEDURE	Effective Date:	02-2003
	Last Revised:	05-12-26
Purchasing Policy		
RESOLUTION # 4686		

Purpose & Scope

This document is intended to describe the policy and process that shall be followed by the City of Miles City relative to all purchases.

A. Authorization to Make Purchases

1. Upon the City Council's acceptance of budgets, all Department Directors are authorized to make purchases required for their departments in accordance with this policy.
2. The Department Director may designate other department staff to make the purchases for the Department; however, the Department Director will acknowledge ALL department purchases through signing off or initialing each transaction.

B. Montana Law References

1. MCA 7-5-4302 (1) requires that any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials, supplies, or any construction, repair or maintenance of any kind in excess of \$80,000, must be advertised & let to the lowest responsible bidder.
2. MCA 7-5-4302 (2) and (3) as well as MCA 7-5-4303 and MCA 7-5-4304 provide details on bidding & advertising requirements.
3. MCA 7-5-4305 explains that the bidding process cannot be circumvented by dividing a work or construction project into several contracts or separate work orders or similar device.
4. MCA 7-5-4306 & MCA 7-7-4104 explain limitations placed upon the use of installment purchase contracts.
5. MCA 7-7-4101 explains the purposes for which the City can incur indebtedness.
6. MCA 7-5-4310 explains that the city may make purchases at public auction for any vehicle, machinery, appliance, apparatus, building, or materials and supplies provided the sum is less than \$50,000.
7. MCA 15-70-101 explains that all Gas Tax funds must be disbursed to the lowest responsible bidder for projects set forth in MCA 7-5-2301 and 7-5-4302.

8. MCA 7-5-4301 (2) (a) states all necessary contracts for professional, technical, engineering, or legal services are excluded from the provisions of 7-5-4302 through 7-5-4304, 7-5-4306, and 7-5-4307. However, contracts in which the value of the majority of the services to be rendered constitute services other than professional, technical, engineering, or legal services must be awarded under the bidding procedure provided for in 7-5-4302 through 7-5-4304, 7-5-4306, and 7-5-4307.
8.

C. City Policy

1. Department Directors will purchase from local vendors when the item is available locally. Written explanation will be provided and retained by the Director when a local vendor is not the provider.
2. All documentation on purchases will be kept in retrievable files within the appropriate Department.
3. All documentation on purchases for Section E below will be provided to the City Clerk's office for retention in a central location.
4. Minority business enterprises and labor surplus firms will be used when possible.
- 4.5. All contractors utilizing federal funds will be pre-verified through Sam.gov exclusions list prior to award.

D. Process for Procurement by Purchase Order (PO)

1. The Department Director or designee will obtain an invoice from the vendor.
2. The Department Director or designee will prepare and sign the PO and properly code the Purchase Order.
3. The Department Director will insure delivery of signed & coded Purchase Orders to the City Clerk's office as they occur or insure that outstanding PO's are completed properly & delivered to City Clerk's office by the 25th of each month. PO's are paid **the next day after the first Council meeting** of each month.
4. The City Clerk's office will review the PO for completeness and proper coding.
 - a. Department Directors will be advised on POs that need correction or coding adjustment.
 - b. The City Clerk's office may return the PO for the Department Director to correct, or
 - c. The City Clerk's office may make any adjustments after consultation with the Department Director.
5. The City Clerk's office will make notes on any adjustments made to a PO that was not returned to the Department Director for adjustment.

E. Process for Procurement by Credit Card.

1. Departments will restrict those persons authorized to make purchases with the credit card(s) to as few as needed to meet department needs.
2. Department Directors will sign off on each purchase and code it for budgeting purposes.
3. The Department Director will receive a monthly statement from the credit card company. The Department Director or designee will check that all transactions are theirs; that documentation (charge slips, receipt or invoice) exists for every purchase; and that each purchase is properly coded for budget purposes.

4. The Department Director will insure that the City Clerk's office gets the original of the card statement and the originals of all documentation (charge slips, receipts or invoices) on a timely basis.
5. All disputed items on the monthly credit card statement, or billing errors or credits due are the responsibility of the Department to rectify or verify.
6. Department Directors and/or employees who are issued a card will sign a "Cardholder Agreement".
7. Credit card(s) will be kept in a secure location(s).
8. The credit card numbers should be protected and should not be posted at a desk or in an easily seen location.
9. The card holder will be responsible for reporting the loss/theft of the credit card to the City Clerk and Department Director immediately. The City Clerk will be responsible to report the loss of the credit card to the Credit Card Company.
10. Credit cards may not be used for any personal (~~non-City~~) use, such as: cash advances; meals, per diem that exceeds city policy, or any personal health & medical services.

F. Claims review and approval

1. The City Clerk's office will prepare checks to vendors and present the itemized list of reviewed claims to the City Council for approval before payment.
2. Council approval will be obtained at the first council meeting of each month. Each month before claims are approved by the City Council, ~~the Chair of the City's Finance Committee or his/her designee, or~~ the Council member designated to review claims or the Mayor in the Council members Chair's absence, will:
 - a. Review & approve the journal voucher register & supporting vouchers
 - b. Sign the monthly claims list as evidence of that approval;
 - c. Review and account for the numerical sequence of checks & account for any checks paid but not approved by list and confirm voided checks; and
 - d. Compare the claims register with the claims check register;

Attachments:

- Guide on How to Write Bid Specifications
- Compliance for Audits of Local Government on Procurement, Bid Letting, Contracts
- Purchasing policy guidelines

4

Purchasing Policy Guidelines for the City of Miles City
May 2026

Amount of Purchase	Policy/Process	Documentation Required
A. Under <u>\$9,999</u><u>50,001</u> • Exception, see Below	1. Any manner deemed appropriate by department head manager.	1. Copy of invoice and signed purchase order or credit card receipt 2. Attach documentation to claim
B. \$10,000 to \$14,999 • Exception, see Below	1. Secure telephone quotations from a minimum of three vendors, whenever possible. 2. Document if unable to obtain three quotations.	1. Must use purchase order/claim 2. Record of telephone quotations with name of bidder and name of person submitting quote 3. Attach documentation to claim.
C. \$15,000 to \$49,999 • Exception, see Below	1. Payment by written purchase orders only, unless authorization to use a credit card is approved by the Mayor in advance. 2. Secure written bids/quotes from a minimum of three vendors, whenever possible. 3. Document if unable to secure three quotations. 4. If purchase and amount was not approved in Budget, then the purchase must be approved in advance by City Council	1. Copy of invoice and signed purchase order/claim 2. List of vendors 3. Copy of Request for Quotation (RFQ) form 4. Copies of all memoranda and correspondence concerning the purchase 5. Written record of any phone conversations regarding the purchase with vendors ("Sole Source" documentation) 6. Notification to Finance Committee and the Mayor if purchase is being awarded to someone other than the lowest bidder 7. Attach documentation to claim 1.

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B.D. \$50,0001 to \$79,999	1. Payment by written purchase orders only, unless authorization to use a credit card is approved by the Mayor in advance. 2. Secure written bids/quotes from a minimum of three vendors, whenever possible. 3. Document if unable to secure three quotations. 4. If purchase and amount was approved in Budget, it will need to go to Finance Committee for approval. If the purchase was not in the budget, the purchase must be approved in advance by the Finance Committee and City Council	1. Copy of invoice and signed purchase order/claim 2. List of vendors 3. Copy of Request for Quotation (RFQ) form 4. Copies of all memoranda and correspondence concerning the purchase 5. Written record of any phone conversations regarding the purchase with vendors ("Sole Source" documentation) 6. Notification to Finance Committee and the Mayor if purchase is being awarded to someone other than the lowest bidder 7. 6. Attach documentation to claim
C.E. . Over \$80,000 in equipment, supplies or construction costs	Per appropriate section in Montana Codes Annotated, sealed bids with Public Opening; with legal review on the process prior to letting; followed by City Council approval. Solicitation of bids, only need to go to Finance Committee.	1. All of the above, plus: • Copies of all advertisements for bid. • Copies of bid specifications as supplied to vendors, • Copies of certified mail receipts, • Documentation of legal review of the bidding process by the City Attorney

~~*Excluded from the three (3) vendor quotes, as long as it is budgeted for in that current year are curbing, ramps, cement flat work associated with ADA construction, and asphalt paving. This is for individual projects that are under \$25,000. Any one (1) project over \$25,000 will need the three (3) vendor quotes.~~

Guide on How to Write Bid Specifications

Specifications provide a precise description of the critical features a supply or service must have to satisfy a need. A specification should be written from the general to the specific. Good procurement practice and Montana law require that specifications not be unduly restrictive (Ref. Mont. Code Ann. § 18-4-234). Restrictive specifications may limit competition and in the end, do not promote the overall economy for the purposes intended. The following outline should be used as a guideline:

1. **Common Title of Supply or Service:** Begin a specification by listing the common name of the product or service sought: "compact sedan," for example, or "photocopier maintenance." Do not list a specific brand name in the title.
2. **Purpose/Use for Supply or Service:** State the intended purpose for which the item will be used. For example, a lawn tractor specification might state: "suitable for daily use (4-6 hours) on a 7-acre complex with several 20 degree slopes." Vendors must know the intended use to assist in determining the specific **supply to bid**.
3. **Description of Supply or Service:** List all the critical features the supply must perform or have to meet your requirements. Use a specification that indicates the necessary **performance** requirements of the end supply or service, or a design specification that details how a product is engineered, if you have a specific physical requirement for the product. However, it is difficult to draft design specifications without being restrictive and limiting competition. A combination of performance and design requirements is often the most ideal specification. Identify the minimum requirements, but make sure the stated minimums will result in a product that will satisfy the needs. If there **are brand name-or-equal** products that are of the appropriate quality level, list several of the acceptable brand names and model numbers. Be careful to not imply that only a certain brand name will be acceptable, unless compatibility is an issue.
4. **List Special Requirements:** Describe any special conditions that the product or vendor must perform. Warranty, service, parts, and training requirements must be included.
5. **Unusual Conditions:** Describe any unusual conditions, such as compatibility, fiscal year funding source, etc.
6. **Delivery Date:** Indicate a specific delivery date, if required. If a delivery time is not specified, it will generally be 30 days after issuance of a purchase order.
7. **Delivery Location:** Be specific about delivery location and any special delivery requirements. Bids must state that supplies are to be shipped F.O.B. Destination – Freight Prepaid, meaning that the title of the supplies remains with the vendor until the supplies are unloaded at the final destination. When supplies are purchased F.O.B. Destination – Freight Prepaid, the vendor is responsible for damage to the supplies while they are in transit and also responsible for filing freight claims if damages are incurred.
8. **Contact Person:** List the name, address, and phone number of the person who should be contacted if questions arise.

STATE OF MONTANA COMPLIANCE SUPPLEMENT FOR AUDITS OF LOCAL GOVERNMENT ENTITIES	REF: C/T-6
	PAGE: 1 of 15
PROGRAM/SUBJECT: Cities and Towns - Procurement, Bid Letting, and Contracts	

INFORMATION CONTACT: Montana Department of Administration
 Local Government Services Bureau
 Phone Number: (406) 841-2909

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1. GENERAL BIDDING REQUIREMENTS

- A contract for the purchase of any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, or materials or supplies or for construction, repair, or maintenance **in excess of \$80,000** must be let to the lowest responsible bidder after advertisement for bids. (MCA 7-5-4302(1)) (**See exceptions to this bidding requirement, below**)
 - √ **Public Auction:** In lieu of soliciting bids, the council may purchase at public auction any vehicle, machinery, appliances, apparatus, building, or materials or supplies for which must be paid a sum of \$50,000 or less. (MCA 7-5-4310)
 - √ **Self-Government Powers:** A local government unit with self-government powers cannot supersede by the passage of a resolution or ordinance the competitive bidding requirements set forth in MCA 7-5-4302. (AGO #175, Vol. 37))
- **Publication Requirements:** The advertisement for bids must be published as provided in 7-1-4127 (See C/T-1 – “General Topics” for discussion of these publication requirements), and the second publication must be made not less than 5 days or more than 12 days before the consideration of bids. If the advertisement is made by posting, 15 days must elapse, including the day of posting, between the time of the posting of the advertisement and the day set for considering bids. (MCA 7-5-4302(2))
- **Exceptions to Bidding Requirements:** The following are the exceptions to the bidding requirements of MCA 7-5-4302:
 1. Purchases necessitated by emergencies, as defined in MCA 7-5-4303(1);
 2. Purchases of supplies or equipment from government agencies when the purchase can result in a substantial savings to the city or town, and when there is sufficient budget for the purchase (MCA 7-5-4303(2));
 3. Alternative project delivery contracts, as provided in Title 18, chapter 2, part 5 (MCA 7-5-4302) (See discussion below)
 4. Solicitation and award of an investment grade energy audit or energy performance contract pursuant to Title 90, Chapter 4, Part 11, or to the construction or installation of conservation measures pursuant to the energy performance contract. (MCA 7-5-4315) (See discussion below)

1. GENERAL BIDDING REQUIREMENTS - continued

- **Exceptions to Bidding Requirements - continued:**
 5. Contracts for professional, technical, engineering, or legal services (MCA 7-5-4301(2)(a));

- √ However, contracts in which the value of the majority of the services to be rendered constitute services other than professional, technical, engineering, or legal services must be awarded under the bidding procedures. (MCA 7-5-4301(2)(a))
- √ A contract for the employment of a construction manager that calls only for the application of the contractor's technical expertise and experience in a supervisory capacity and does not involve the procurement of supplies or actual construction is a contract for professional and technical services. (AGO #175, Vol. 37))
- √ A municipality may extend, renew, or amend a contract or series of contracts for the supervision or operation of a physical plant that provides water, sewer, or power services without proceeding under the bidding procedure if:
 - a. one or more of the contracts were awarded to the entity in accordance with the competitive bidding procedures, and
 - b. the entity has provided the services to the municipality for the immediately preceding 5-year period. (**Note:** Other than these situations, supervision over or operation of a physical plant that provides water, sewer, or power services to a municipality does not constitute a service excluded under the provisions of 7-5-4301(2)(a) (above).) (MCA 7-5-4301(2)(b))

2. CERTAIN CONTRACTS TO BE SUBMITTED TO VOTERS

- No contract may be let pursuant to MCA 7-5-4302, pertaining to competitive bidding requirements, (see above) that extends over a period of 5 years or more without first submitting the question to a vote of the electors of the city or town. (MCA 7-5-4304)
- √ **Exceptions:** The following are the exceptions to the requirement that the contract be submitted to the voters:
 1. A contract for solid waste management system as defined in MCA 75-10-103, which may not exceed 10 years; or
 2. Obligations issued pursuant to MCA 7-7-4104, which may include bonded indebtedness, note indebtedness, a lease, a lease-purchase agreement, an installment purchase contract, or other legal forms. These obligations are general obligations of the municipality but are not secured by a pledge of the taxing power of the municipality. See 7-7-4104 for the specific terms and restrictions of this type of obligation. (MCA 7-5-4304))

3. BIDDING - GAS TAX FUNDS

(See TRAN-1 "Gasoline Tax Apportionment" for additional information)

- If a city or town contracts for construction, reconstruction, maintenance or repair of city or town streets or alleys costing **in excess of \$80,000** to be paid with gasoline tax

funds, the funds must be disbursed to the lowest responsible bidder according to applicable bidding procedures. (MCA 15-70-101(5))

4. **DIVISION OF CONTRACTS PROHIBITED**

- Public work or construction projects for which competitive bidding is required may not be divided into several contracts to circumvent the competitive bidding requirements. (MCA 7-5-4305)

5. **INSTALLMENT PURCHASE CONTRACTS – LENGTH OF TERM**

- When the amount to be paid under an installment purchase contract **exceeds \$4,000**, the council may provide for the payment of the amount in installments extending over a period of **not more than 10 years** if at the time of entering into the contract, there is an unexpended balance of appropriation in the budget for the then-current fiscal year available and sufficient to pay for the portion of the contract price payable during the then-current fiscal year. The budget for each following year in which any portion of the purchase price is to be paid must contain an appropriation for the purpose of paying that portion. The limitations contained in this section do not apply to installment purchase contracts entered into pursuant to 7-7-4104 (See Requirement #2, above.) (MCA 7-5-4306)

6. **LEASE/PURCHASE AGREEMENTS SUBJECT TO BIDDING REQUIREMENTS**

- A lease with an option to purchase is subject to the competitive bidding requirement of MCA 7-5-4302 (See above). (AGO #78, Vol. 41)

7. **CONFLICT OF INTEREST**

- The mayor, any member of the council, any city or town officer, or any relative or employee of an enumerated officer may not be directly or indirectly interested in the profits of any contract entered into by the council while the officer is or was in office. (MCA 7-5-4109(1))
- √ The governing body of a city or town may waive the application of the above prohibition if in an official capacity the officer or employee does not influence the decision-making process or supervise a function regarding the contract in question. A governing body may grant a waiver under this subsection only after publicly disclosing the nature of the conflict at an advertised public hearing held for that purpose. In determining whether to grant a waiver, the governing body shall consider the following factors, where applicable:
 - (a) whether the waiver would provide to a program or project a significant benefit or an essential skill or expertise that would otherwise not be available;
 - (b) whether an opportunity was provided for open competitive bidding or negotiation;
 - (c) whether the person affected is a member of a clearly identified group of persons that is the intended beneficiary of the program or project involved in the contract; and

(d) whether the hardship imposed on the affected person or the governmental entity by prohibiting the conflict will outweigh the public interest served by avoiding the conflict.(MCA 7-5-4109(2))

- City or town officers; or any deputies or employees of a city or town may not be interested in any contract made by them in their official capacity or by anybody, agency, or board of which they are members or employees if they are directly involved with the contract. A former employee may not, within 6 months following the termination of employment, contract or be employed by an employer who contracts with the city or town involving matters with which the former employee was directly involved during employment. (MCA 2-2-201(1))

√ As used above:

1. The term “be interested in” does not include a minority interest in a corporation.
2. The term “contract” does not include:
 - a. contracts awarded based on competitive procurement procedures conducted after the date of employment termination;
 - b. merchandise sold to the highest bidder at public auctions;
 - c. investments or deposits in financial institutions that are in the business of loaning or receiving money;
 - d. a contract with an interested party if, because of geographic restrictions, a local government could not otherwise reasonably afford itself of the subject of the contract. It is presumed that a local government could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the local government is greater than 10% of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.
3. The term "directly involved" means the person directly monitors a contract, extends or amends a contract, audits a contractor, is responsible for conducting the procurement or for evaluating proposals or vendor responsibility, or renders legal advice concerning the contract.(MCA 2-2-201(2))

√ The definitions of “be interested in” and “contract” contained in MCA 2-2-201 are incorporated into MCA 7-5-4109. (AGO #28, Vol. 40)

- A public officer or employee shall, prior to acting in a manner that may impinge on public duty, including the award of a permit, contract, or license, disclose the nature of the private interest that creates the conflict. The public officer or employee shall make the disclosure in writing to the commissioner of political practices, listing the amount of private interest, if any, the purpose and duration of the person's services rendered, if any, and the compensation received for the services or other information

that is necessary to describe the interest. If the public officer or employee then performs the official act involved, the officer or employee shall state for the record the fact and summary nature of the interest disclosed at the time of performing the act. (MCA 2-2-131) (**Note:** Even though an interest may be permissible under the exceptions listed in MCA 2-2-201 (above), an official who has a substantial interest in the affected business must comply with MCA 2-2-131. (AGO #28, Vol. 40)

8. AWARDING PUBLIC CONTRACTS - PREFERENCES

- Public contracts for construction, repair, or public works must be awarded to the lowest responsible bidder **without regard to residency**. However, a resident bidder must be allowed a preference on a contract against the bid of any nonresident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of this state must be equal to the preference given in the other state or country. These preferences apply whether the law requires, or does not require, advertisement for bids, and they apply to contracts involving federal funds unless expressly prohibited by the laws of the United States or regulations adopted pursuant to federal laws. (MCA 18-1-102(1)(a) & (2)) [**Note:** Subsection (1)(b), related to public contracts for the purchase of goods, is not applicable to *local governments*.]

8. AWARDING PUBLIC CONTRACTS – PREFERENCES - continued

- The Common Rule* (CFR §_36(c)(2)) prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals **for federally-funded contracts**, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. (**Note:** Government-wide guidance for administering grants and cooperative agreements with States and local governments is contained in the OMB Circular A-102 *Common Rule* (a.k.a. *Grants Management Common Rule*), which was codified by each Federal funding agency in its title of the *Code of Federal Regulations*. The *Common Rule* section numbers are referred to without the Federal agency's part number (e.g., §_.36(c) would refer to the same Procurement/Competition section in all agency regulations). This allows auditors to refer to the same section numbers when discussing administrative issues with different Federal funding agencies. The Codification of Government-wide Grants Requirements by Department can be accessed via this web site: <http://www.whitehouse.gov/omb/grants/chart.html>)

9. BID SECURITY

- The advertisement, request, or solicitation for bids must specify that all bidders shall expressly covenant in any bid that if the bidder is awarded the contract, the bidder will, within the time required as stated in the advertisement or solicitation, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract. The advertisement or solicitation shall specify the amount of the bond, whether the amount is set by statute or set by the public authority (not less than 10% of the bid price), and shall specify that a bid bond or other form of security specified in 18-1-203 (see below) constitutes compliance with this requirement. (MCA 18-1-202) (**Note:** For a bid for the purchase of

indebtedness, the bond may not be less than 2% of the principal amount of the indebtedness.)

- Bids for public contracts must be accompanied by bid security in the form of cash; cashier's check, certified check, bank money order, or bank draft drawn and issued by a federally or state-chartered bank insured by the federal deposit insurance corporation; or a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in Montana. (MCA 18-1-203)

10. **CONTRACT PERFORMANCE SECURITY**

(Note: These contract performance security requirements may be waived for building or construction projects that cost less than \$50,000. (MCA 18-2-201(4)))

- Whenever a municipality contracts with a person or corporation to do work, the city/town council shall require that the person or corporation deliver a good and sufficient bond with a surety company, licensed in the state, conditioned that the person or corporation shall (1) faithfully perform all of the provisions of the contract; (2) pay all laborers, mechanics, subcontractors, and material suppliers; and (3) pay all persons who supply the person, corporation, or subcontractors with provisions, provender, material or supplies for performing the work. (MCA 18-2-201)
- The municipality may, in lieu of a surety bond, permit the deposit with the municipality of the following securities in an amount at least equal to the contract sum to guarantee the contract performance: cash; cashier's check, certified check, bank money order, certificate of deposit, money market certificate, or bank draft or irrevocable letter of credit drawn and issued by a federally or state-chartered bank or S&L association insured by the FDIC or an insured credit union. (MCA 18-2-201)

11. **ACCEPTANCE AND FINAL PAYMENT ON CONSTRUCTION CONTRACTS**

- A government entity that enters into a contract for the construction of a building shall, unless otherwise provided by law or the contract and within 10 days after a request by the construction contractor for final acceptance, decide whether or not to make final acceptance. Within 30 days after final acceptance by the government entity, the government entity shall make the final payment of the contract price specified in the contract to the other party to the contract. (MCA 18-2-306)

12. **RETAINAGE FOR PUBLIC CONTRACTS**

- The maximum retainage applied to construction contracts may not exceed 5% if the contractor is performing by the terms of the contract. (Retainage means the ratio, in percent, of funds retained to the total amount to be paid to the contractor by the government entity) (MCA 18-2-316)

(Note: In all public works contracts entered into under the provisions of Title 18, Chapter 2, Part 4, MCA, [i.e., Standard Prevailing Rate of Wages – see below] at least \$1,000 of the contract price must be withheld at all times until the termination of the public works contract. (MCA 18-2-404(2)))

13. STATE PREVAILING WAGE RATES (MONTANA'S "LITTLE DAVIS BACON ACT")

- Current State prevailing wage rates established by the Montana Department of Labor and Industry can be found at: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>
- The *State* prevailing wage rates do not apply in those instances in which the standard prevailing rate of wages is determined by *federal* law. (MCA 18-2-402(2))
- "Public works contract" is defined as a contract for **construction services** let by the state, county, municipality, school district, or political subdivision or for **nonconstruction services** let by the state, county, municipality, or political subdivision in which the total cost of the contract is in **excess of \$25,000**. (MCA 18-2-401(11)(a))
 - √ "Construction services" means work performed by an individual in building construction, heavy construction, highway construction, and remodeling work. The term does not include engineering, superintendence, management, office, or clerical work on a public works contract; or consulting contracts, contracts with commercial suppliers for goods and supplies, or contracts with professionals licensed under state law. (MCA 18-2-401(3))
 - √ Services that qualify as "nonconstruction services" are listed at MCA 18-2-401(9) and include a wide range of activities, but do not include management, office, or clerical work.
- A public contracting agency must include in the bid specifications and contracts for any public works the following:
 - (a) an unequivocal agreement by the contractor or employer to give preference to employment of bona fide Montana residents (MCA 18-2-403);
 - (b) a statement that any construction project, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the bid specifications and the contract shall provide that at least 50% of the workers of each contractor working on the project will be bona fide Montana residents (MCA 18-2-409);
 - (c) an unequivocal agreement by the contractor or employer that a worker performing labor on the project will be paid the applicable standard prevailing rate of wages;
 - (d) a listing of standard prevailing wage rates including fringe benefits applicable to the public works contract; (MCA 18-2-422) and
 - (e) the contract provisions must clearly show that the contractor or employer is bound to pay wages at rates determined by the Department of Labor and Industry, and to give required preferences.(ARM 24.17.144)

13. STATE PREVAILING WAGE RATES (MONTANA'S "LITTLE DAVIS BACON ACT") - continued

- All public works contracts and the bid specifications for those contracts must contain:
 - (1) a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project; (See also MCA 18-2-403)
 - (2) a provision requiring each contractor and employer to maintain payroll records in a manner readily capable of being certified for submission to the Department of Labor & Industry for not less than 3 years after the contractor's or employer's completion of work on the project; and
 - (3) a provision requiring each contractor to post a statement of all wages and fringe benefits. (MCA 18-2-422)

(Note: Failure to include these provisions in a public works contract relieves the contractor from the obligation to pay the standard prevailing wage rate and places the obligation on the public contracting agency. (MCA 18-2-403(9); ARM 24.17.144)

- Transportation of goods, supplies, materials, and manufactured or fabricated items to or from the project location is not subject to payment of the standard prevailing rate of wages. (MCA 18-2-403(6))
- All public works contracts under this part must be approved in writing by the legal adviser of the contracting government prior to execution. (MCA 18-2-404(1))
- At least \$1,000 of the contract price must be withheld at all times until the termination of the public works contract. (MCA 18-2-404(2))
- Any public works contract that calls for more than 30 months to fully perform must include a provision to adjust the standard prevailing rate of wages to be paid. The standard prevailing rate of wages must be adjusted 12 months after the date of the award of the contract, and the amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (MCA 18-2-417) **(Note:** Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.)
- When a public works project costing more than \$50,000 is accepted by the public contracting agency, a notice of acceptance and the completion date of the project must be sent to the Department of Labor & Industry. The Department may *request* this information for projects costing less than this amount. (MCA 18-2-421; ARM 24.17.144)

14. ALTERNATIVE PROJECT DELIVERY CONTRACTS

- Alternative project delivery contract means a construction management contract, a general contractor construction management contract, or a design-build contract. (MCA 18-2-501)

- A governing body that uses an alternative project delivery contract shall demonstrate that the governing body has or will have knowledgeable staff or consultants who have the capacity to manage an alternative project delivery contract. (MCA 18-2-502(1))
- Prior to awarding an alternative project delivery contract, the governing body shall make a determination, in writing, that the proposal meets at least two of the sets of criteria described in (a) through (c) below, and that the proposal meets the provisions of (d). (MCA 18-2-502(2) & (3))
 - a. The project has significant schedule ramifications and using the alternative project delivery contract is necessary to meet critical deadlines by shortening the duration of construction.
 - b. By using an alternative project delivery contract, the design process will contribute to significant cost savings.
 - c. The project presents significant technical complexities that necessitate the use of an alternative delivery project contract
 - d. Using an alternative project delivery contract will not encourage favoritism or bias in awarding the contract or substantially diminish competition for the contract.
- The governing body's decision to award an alternative project delivery contract must be based, at a minimum, on:
 - (a) the applicant's history and experience with projects similar to the project under consideration; financial health; staff or workforce that is proposed to be committed to the project; approach to the project; and project costs, and
 - (b) any additional criteria or factors that reflect the project's characteristics, complexities, or goals. (MCA 18-2-503(2))
- At the conclusion of the selection process, the governing body shall state and document in writing the reasons for selecting the contractor that was awarded the contract. The documentation must be provided to all applicants and to anyone else, upon request. The governing body may compensate unsuccessful applicants for costs incurred in developing and submitting a proposal, provided that all unsuccessful applicants are treated equitably. (MCA 18-2-503(4) & (5))

15. **OPTIONAL ADOPTION OF MONTANA PROCUREMENT ACT**

- A city or town may adopt any or all parts of the Montana Procurement Act (Title 18, Chapter 4, MCA) and the accompanying rules promulgated by the Montana Department of Administration (ARM Chapter 2.5) (MCA 18-4-124).

16. **STATE PROCUREMENT CARD PROGRAM**

- **Effective July 2013**, the State of Montana amended its Procurement Card contract with US Bank to allow approved local public procurement units to participate in the Program. Financial controls in place include daily and monthly spending limits. The

Program gives local governments the ability to purchase items from the State's new online eMarket Center: <http://gsd.mt.gov/ProcurementServices/emarketcenter.mcp>

- A participating entity must follow the same terms, conditions and payment terms as outlined in the State's contract with US Bank. A copy of the State contract will be provided to the participating entity upon request. Mandatory requirements for an entity to participate in the Program include blocked merchant codes, including pawn shops, liquor stores, and jewelry stores.
- Optional recommendations to set individualized parameters on procurement cards include:
 - √ \$5,000 per month spending limit per cardholder (may be changed as needed);
 - √ Limitations on the days of the week the card can be used (Monday through Friday);
 - √ Limiting the number of transactions per day; and
 - √ Limiting the dollar amount per transaction.
- Questions? Contact State Procurement Bureau of Department of Administration—406.444.2575.

17. **PRINTING CONTRACTS**

- The city or town council has power to provide for the city or town printing. The contract for city or town printing must be let annually to the lowest bidder. (MCA 7-5-4108)

18. **ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES**

- Governmental agencies, including cities and towns, must publicly announce requirements for architectural, engineering, and land surveying services and negotiate contracts for such professional services on the basis of demonstrated competence and qualifications for the type of professional services required and at fair and reasonable prices. (MCA 18-8-201)
- Each government shall publish in advance its requirement for professional services. The announcement must state concisely the general scope and nature of the project or work for which the services are required and the address of a representative of the government who can provide further details. A government may comply with this section by:
 - (1) publishing an announcement on each occasion when professional services provided by a licensed professional are required by the government; or
 - (2) announcing generally to the public its projected requirement for any category or type of professional services. (MCA 18-8-203)
- In the procurement of the above professional services, the government may encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data. The government shall evaluate current

statements of qualifications and performance data on file with the government, together with those that may be submitted by other firms regarding the proposed project, and conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. The government shall then select, based on criteria established under government procedures and guidelines and the law, the firm considered most qualified to provide the services required for the proposed project. The government procedures and guidelines must be available to the public and include at a minimum the criteria specified in 18-8-204(2)(b) as they relate to each firm.(MCA 18-8-204)

- The government shall negotiate a contract with the most qualified firm for the above professional services at a price which the government determines to be fair and reasonable. In making its determination, the government shall take into account the estimated value of the services to be rendered, as well as the scope, complexity, and professional nature thereof. If the government is unable to negotiate a satisfactory contract with the firm selected at a price the government determines to be fair and reasonable, negotiations with that firm must be formally terminated and the government shall select other firms in accordance with 18-8-204 and continue as directed in this section until an agreement is reached or the process is terminated. (MCA 18-8-205)
- This part need not be complied with by a government when the contracting authority makes a finding in accordance with this or any other applicable law that an emergency requires the immediate execution of the work involved. This part does not relieve the contracting authority from complying with applicable law limiting emergency expenditures.(MCA 18-8-211)
- Cities and towns securing architectural, engineering, and land surveying services for projects for which the fees are estimated not to exceed \$20,000 may contract for those professional services by direct negotiation. (MCA 18-8-212)
- No agency may separate service contracts or split or break projects for the purpose of circumventing the provisions of Title 18, Chapter 8, Part 2, MCA. (MCA 18-8-212)

19. LOCAL GOVERNMENT ENERGY PERFORMANCE CONTRACTS

- Energy performance contracts are a means by which local government units can achieve energy and water conservation without an initial capital outlay. “Energy performance contract” is defined as a contract between a local government unit and a qualified provider for evaluation, recommendation, and implementation of one or more conservation measures, evaluation of conservation-related cost savings, and a guarantee of cost savings. (MCA 90-4-1101 & 1102)
- A local government may solicit requests for qualifications (RFQ) to enter into an energy performance contract and requests for proposals for investment grade energy audits, and negotiate a contract with the most qualified provider by following the process in MCA 90-4-1104. Alternatively, the local government can avoid the RFQ

process by selecting a qualified provider from a pre-qualified list provided by the Montana Department of Environmental Quality's Air, Energy and Pollution Prevention Bureau. (MCA 90-4-1104 & 1105; MACo Newsletter 2/06)

- An investment grade audit serves as a basis for the terms of an energy performance contract. If the local government determines that the energy audit doesn't provide sufficient conservation-related cost savings, it shall pay the cost of the audit and decline to enter into the energy performance contract. If it is determined that the energy audit provides sufficient cost savings, the qualified provider shall provide plans for the proposed conservation measures. The local government may then negotiate the conservation measures to be included in the energy performance contract and enter into the contract. (MCA 90-4-1106)
- The energy performance contract may include the option of payment of the costs of the energy audit and plans provided for proposed conservation measures through project financing. (MCA 90-4-1106)
- The term of an energy performance contract must be a minimum of 3 years and may be up to the useful life of the conservation measures or 20 years, whichever is less. The contract must require the qualified provider to (1) guarantee the cost savings to the extent necessary to pay for the conservation measures, including financing charges incurred over the life of the contract, (2) monitor the costs savings, and (3) prepare an annual report documenting the performance of the conservation measures. (MCA 90-4-1107)
- Payment obligations pursuant to an energy performance contract aren't general obligations of the local government and are collectible only from conservation-related costs savings provided in the energy performance contract and other revenue, if any, pledged in the energy performance contract. (MCA 90-4-1109)

20. **FEDERAL INFORMATION RETURNS**

- The entity must report on a Federal Information Return, Form 1099-MISC, all payments of \$600 or more which the entity makes during a calendar year to anyone, other than a corporation or tax-exempt organization, who is not an employee. (U.S. Internal Revenue Service Codes)

<http://www.irs.gov/uac/Form-1099-MISC,-Miscellaneous-Income->

(Note: The following are some examples of payments to be reported on Form 1099-MISC. For a complete list, contact the IRS:

Professional service fees, such as fees to attorneys (including corporations), accountants, architects, contractors, subcontractors, etc.

Payments by attorneys to witnesses or experts in legal adjudication.

RESOLUTION NO. 4689

**A RESOLUTION APPROVING THE PLACEMENT OF A CITY OF MILES CITY
PUBLIC SAFETY MILL LEVY ON THE NOVEMBER 2026 GENERAL ELECTION
BALLOT.**

WHEREAS, Section 15-10-402 of Montana Code Annotated provides that except as provided in Section 15-10-420 of MCA, the amount of taxes levied on property may not for any taxing jurisdiction, exceed the amount levied for tax year 1996; and

WHEREAS, Section 15-10-420 (2) MCA provides a governmental entity may apply the levy calculated pursuant to subsection (1) plus any additional levies authorized by the voters to all property in the governmental unit, including newly taxable property (emphasis added); and

WHEREAS, Section 15-10-425 MCA provides for a process for the voters to approve mill levies; and

WHEREAS, the City of Miles City has determined it would be in the best interest of the public safety of the community to request an additional voter approved levy for the purpose of
_____ ; and

WHEREAS, persons who pay property taxes impacted by said levy are those persons who own taxable property within the incorporated city limits of Miles City, Montana; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Miles City shall direct the Custer County Election Administrator to prepare a ballot for the November 2026 general election, presenting the question of approval of a mill levy of approximately 20.43 mills, to raise Two Hundred Thousand Dollars (\$200,000.00) per year, for one (1) year, for the purpose of _____, as follows:

“Shall the City of Miles City be authorized to impose a levy to raise Two Hundred Thousand DOLLARS (\$200,000.00) per year, for a period of one (1) year, for the purpose of _____?”

If the mill were to pass, the impact of the election on a home in the district valued at \$100,000 would result in an additional property tax of approximately \$27.58 per year; a home in the district valued at \$300,000.00 would result in additional property tax of \$82.74 per year; a home in the district valued at \$600,000 would result in additional property tax of \$165.48 per year. If the mill were to pass, an increase in property taxes may lead to an increase in rental costs.

☐ YES on _____

☐ NO on _____”

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 26 DAY OF MAY, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

CALCULATING THE TAX INCREASE OF A VOTED LEVY OF _____ DOLLARS FOR THE _____				
STEP 1				
				Specific Dollar Amount to be Levied
				Certified Taxable Value of the taxing jurisdiction - Use the most-recent available
\$0	\$0	\$0	\$0	Revenue Generated per Mill
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	Approximate Mills required to Generate Specific Dollar Amount
STEP 2				
\$100,000	\$300,000	\$600,000		Assessed Market Value of Home
0.0135	0.0135	0.0135		Tax Rate - 15-6-134(3)(a)
\$1,350	\$4,050	\$8,100		Taxable Value subject to mill levy
#DIV/0!	#DIV/0!	#DIV/0!		Mills to be Levied (From Step 1)
#DIV/0!	#DIV/0!	#DIV/0!		Tax Assessed

15-6-134(3) (a) Except as provided in 15-24-1402, 15-24-1501, 15-24-1502, and, subsection (3)(b), class four residential property described in subsections (1)(a) through (1)(c) of this section is **taxed at 1.35%** of market value.

(b) The tax rate for the portion of the market value of a single-family residential dwelling in excess of \$1.5 million is the residential property tax rate in subsection (3)(a) multiplied by 1.4.

(c) The tax rate for commercial property is the residential property tax rate in subsection (3)(a) multiplied by 1.4.

CALCULATING THE TAX INCREASE OF A VOTED LEVY OF \$260,000 DOLLARS (p. 1)

STEP

1

Description (p. 1)

\$260,000	\$260,000	\$260,000	Specific Dollar Amount to be Levied
\$9,789,841	\$9,789,841	\$9,789,841	Certified Taxable Value of the taxing jurisdiction (p. 1)
\$9,790	\$9,790	\$9,790	Revenue Generated per Mill (p. 1)
26.56	26.56	26.56	Approximate Mills required to Generate Specific Dollar Amount

STEP 2

\$100,000	\$300,000	\$600,000	Assessed Market Value of Home (p. 1)
0.0135	0.0135	0.0135	Tax Rate - 15-6-134(3)(a) (p. 1)
\$1,350	\$4,050	\$8,100	Taxable Value subject to mill levy (p. 1)
26.56	26.56	26.56	Mills to be Levied (From Step 1)
\$35.85	\$107.56	\$215.12	Tax Assessed

Revised Budget Proposal Summary

Category	Description	Qty	Unit Cost	Total Cost
Vehicles	Ford Explorer Patrol Vehicles	2	\$51,300	\$102,600
	Animal Control Pickup (Includes camper shell; reusing old equipment)	1	\$43,500	\$43,500
Equipment	Police Vehicle Equipment (Per Explorer: cages, radar, radio, printer, etc.)	2	\$20,000	\$40,000
	New Fleet Patrol Video System	1	\$32,500	\$32,500
	New Body-Worn Cameras	1	\$10,625	\$10,625
Installation	Ford Explorer Upfitting & Installation	2	\$4,500	\$9,000
	Animal Control Pickup Upfitting & Installation	1	\$3,000	\$3,000
	Fleet Patrol Video System Installation	1	\$19,500	\$19,500
GRAND TOTAL				\$260,725

 CITY OF MILES CITY Position Description	Last Revised: 7/13/2026	
	Effective: <u>Draft</u>	
TREASURER		

DEPARTMENT Administration

ACCOUNTABLE TO Mayor

JOB TYPE Part-time

SUMMARY OF WORK: Responsible for managing the city's financial operations, ensuring fiscal responsibility, compliance with Montana state regulations, and efficient handling of public funds.

JOB CHARACTERISTICS

Nature of Work: Focuses on cash optimization, invoice processing, aging tracking, and customer account reconciliation. Sedentary office environment with occasional public front-counter interaction.

Personal Contacts: Daily contact with citizens, utility customers, Mayor, City Council, and banking representatives.

Supervision Received: Limited supervision received by Mayor.

Supervision Exercised: None.

ESSENTIAL FUNCTIONS

This position requires the ability to:

- Process high-volume municipal payments accurately.
- Audit and resolve customer account discrepancies.
- Interpret complex ordinances, utility billing and tax codes.
- Communicate collections policies professionally to the public.
- Generate accurate aging and revenue reports.

KEY RESPONSIBILITIES

Financial Management & Revenue Oversight:

Manage all municipal financial transactions with a strong focus on accounts receivable, ensuring timely collection, accurate recording of incoming funds, and responsible stewardship of city resources within approved budgets. Assist with preparation of the city annual operating budget.

Cash, Bank & AR Reconciliation:

Perform monthly, quarterly, and annual reconciliations of all municipal accounts, with particular attention to accounts receivable balances, outstanding payments, and revenue tracking. Process and record all deposits while identifying and resolving discrepancies promptly.

Tax, Utility Billing & Revenue Collection:

Oversee tax collection, utility billing cycles, and other revenue-generating activities. Ensure accurate invoicing, timely receipt of payments, and effective follow-up on delinquent accounts.

Compliance, Reporting & Audit Coordination:

Maintain complete and compliant financial records related to receivables and revenue. Ensure adherence to state and federal regulations, prepare documentation for audits, and support external auditors with clear, organized financial data.

Annual Financial Reporting:

Compile, analyze, and present the city's annual financial report, highlighting revenue trends, AR performance, and compliance with municipal and state reporting requirements.

Investment & Fund Management:

Monitor and manage short- and long-term investments, ensuring liquidity for operational needs and optimizing financial growth while maintaining prudent risk management.

Collaboration & Financial Advisory:

Work closely with city leadership, department heads, and external auditors to provide financial insights, AR performance updates, and recommendations that support strategic decision-making.

Attend City Council meetings to present clear, accurate, and timely financial reports, providing insight into revenue trends, accounts receivable performance, and overall fiscal health.

JOB REQUIREMENTS

Knowledge

- Extensive knowledge of accounts receivable internal controls.
- Strong understanding of municipal fund accounting principles.
- Familiarity with public sector revenue regulations.

Skills

- Proficiency in utility billing and municipal software.
- Advanced skills in Microsoft Excel (data sorting, formulas).
- Exceptional customer service and de-escalation skills.

Abilities

- Maintain precision during repetitive data entry tasks.
- Calculate interest, penalties, and prorated billings accurately.
- Build trust with community members and city officials.

EDUCATION AND EXPERIENCE

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

- Experience in municipal finance, accounting, or treasury management.
- Strong analytical, organizational, problem-solving, and communication skills.
- Proficiency in financial software and accounting systems.
- Preferred but not required: Associate or Bachelor's Degree in Accounting, Finance, Business Administration, or a related field.

PREFERRED SKILLS

- Experience utilizing Black Mountain Software or similar Montana municipal systems.
- Background in municipal utility billing operations.
- Knowledge of Montana state codes regarding public utility collection.

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.
- Maintains accurate and timely records.
- Prepares and submits accurate and timely reports.
- Deals tactfully and courteously with the public.
- Observes work hours and demonstrates punctuality.
- Establishes and maintains effective working relationships with fellow employees, supervisors and the public.
- Effectively utilizes available resources.
- Follows all policies and procedures.
- Accurately identify discrepancies and correct them.

- Performs assigned tasks within reasonable periods of time.
- Adheres to standards of confidentiality.
- Keeps accurate records and files in areas of responsibility.

Approved by Human Resource Committee:

Employee: _____ Date: _____

Supervisor: _____ Date: _____



CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301-0910

Telephone: 406-234-3462
Fax: 406-234-2903

July 21, 2026:

We, the Miles City Council, agree to meet with the Custer County Commission and other government officials to discuss options for delivering effective, efficient, and cost-effective services to the taxpayers of Miles City and Custer County.

The purpose of these discussions is to research and gather information regarding possible options, including changes in government structure, consolidation of the two governments, and the combination of services.

We understand that the goal of these conversations is to determine whether local government services can be delivered more efficiently and economically.

We agree to identify and evaluate options to determine which best meet the established criteria and address community concerns.

We understand that any changes to services must comply with Montana labor laws.

We further understand that any change in government structure would be decided by Custer County voters after a valid petition process places the measure on the ballot.

Dan Scott (Councilperson Ward I)

Ed Pulecio (Councilperson Ward I)

Rick Huber (Councilperson Ward II)

Jeni Losey (Councilperson Ward II)

Cody Steiner (Councilperson Ward III)

Kevin Thomason (Councilperson Ward III)

Brooke Bartholomew (Councilperson Ward IV)

Donald Simpson (Councilperson Ward IV)

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 6/26

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Section 2, Item A.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
140942	90082S	4308 SDI ARCHITECTS & DESIGN	500.00								
1	2024011-01	06/03/26 SLIPA Library grant admin	500.00		37955	2220	16	460100	350		101000
141207	-98818C	4501 CBO CONSULTING SERVICES OF	2,000.00								
1	11011	05/01/26 Consultant srvcs April	1,000.00*		36757	2394	18	420531	350		101000
2	11012	06/01/26 Consultant Srvcs May	1,000.00*		36762	2394	18	420531	350		101000
141262	90177S	2910 TONGUE RIVER ELECTRIC	700.22								
1	June bill	06/25/26 Southgate Lighting	595.00			2450	51	430263	341		101000
2	June bill	06/25/26 Government Hill	54.55*		37836	2850	105	420140	341		101000
3	June bill	06/25/26 Mildred Tower	50.67*		37836	2850	105	420140	341		101000
141264	90178S	1737 MC AREA SOLID WASTE DISTRICT	9.00								
8	152114	06/04/26 demo-Chemical jugs	9.00		37681	1000	13	460433	346		101000
141265	90179S	671 CUSTER COUNTY TREASURER	1,440.00								
1	06/30/26	Apr-June 2026: D/L RNSTMT FEES	0.00			7452		212500			101000
2	626trial	06/30/26 Apr-June 2026: LE ACDMY SURC	1,440.00		RECURR	7467		212200			101000
141266	90083S	394 BOSS INC	1,599.40								
1	876769-0	06/10/26 Finance	12.32		37558	1000	3	410500	210		101000
2	06/10/26		12.33			5210	25	430510	210		101000
3	06/10/26		12.33			5310	29	430610	210		101000
4	06/21/26	City Attorney	0.00			1000	4	411100	220		101000
5	06/21/26	Police	0.00			1000	5	420140	210		101000
6	06/21/26		0.00*			1000	5	420140	220		101000
7	878047-0	06/17/26 Dispatch	849.99		37834	2850	105	420140	214		101000
8	876694-0	06/10/26 Police-Cscott bus cards	38.00		37906	1000	5	420140	210		101000
9	879585-0	06/26/26 Finance	46.36*		37559	1000	3	410500	220		101000
10	06/26/26		46.36			5210	25	430510	220		101000
11	06/26/26	Finance	46.36			5310	29	430610	220		101000
12	879586-0	06/26/26 Bldng Dept	9.59		36766	2394	18	420531	214		101000
13	879990-0	06/29/26 Dispatch	78.80*		37839	1000	5	420160	210		101000
14	877222-0	06/12/26 Dispatch	47.96		37835	2850	105	420140	210		101000
15	875801-0	06/04/25 Dispatch	399.00		37835	1000	5	420160	214		101000
141267	90084S	572 VERIZON WIRELESS	1,712.42								
1	6145467992	06/07/26 SIMS cards all agencies	1,199.14*		37833	2850	105	420140	345		101000
2	6145467991	06/07/26 cell phone fee	193.20*		37907	1000	5	420140	220		101000
3	6145467991	06/07/26 MDT Fees	320.08*		37907	2850	105	420140	345		101000

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CITY OF MILES CITY
Claim Details
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Section 2, Item A.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
141268	90085S	498 CENTURY LINK	1,941.84								
1	06212026	06/21/26 9-1-1 Phone System	1,941.84*		37843	2850	105	420140	345		101000
141269	-98812E	373 MASTERCARD	36,029.36								
1	ccstatemen	06/15/26	428.36*			1000	1	410200	370		101000
2	- 06/15/26		75.43*			1000	3	410500	334		101000
3	- 06/15/26		1,484.18			1000	3	410500	370		101000
4	- 06/15/26		255.60			1000	4	411100	370		101000
5	- 06/15/26		12.99			1000	5	420140	210		101000
6	- 06/15/26		915.41			1000	5	420140	214		101000
7	- 06/15/26		586.13*			1000	5	420140	220		101000
8	- 06/15/26		104.89*			1000	5	420140	366		101000
9	- 06/15/26		81.32			1000	5	420140	311		101000
10	- 06/15/26		8.00			1000	5	420140	350		101000
13	- 06/15/26		362.40			1000	5	420140	370		101000
14	- 06/15/26		341.33*			1000	5	420140	366		101000
15	- 06/15/26		150.00			1000	5	420160	220		101000
16	- 06/15/26		19.99			1000	7	420460	210		101000
17	- 06/15/26		661.68			1000	7	420460	220		101000
18	- 06/15/26		323.00			1000	7	420460	223		101000
19	- 06/15/26		113.00			1000	7	420460	226		101000
20	- 06/15/26		133.53			1000	7	420460	230		101000
21	- 06/15/26		616.48*			1000	9	410540	220		101000
22	- 06/15/26		98.17			1000	13	460433	210		101000
23	- 06/15/26		179.99*			1000	13	460433	214		101000
24	- 06/15/26		463.04*			1000	13	460433	220		101000
25	- 06/15/26		26.20			1000	13	460433	222		101000
26	- 06/15/26		33.69			1000	13	460433	230		101000
27	- 06/15/26		59.98			1000	13	460433	231		101000
28	- 06/15/26		66.59*			1000	13	460433	360		101000
30	- 06/15/26		72.44*			1000	13	460433	363		101000
31	- 06/15/26		390.74			2220	16	460100	220		101000
34	- 06/15/26		128.87			2220	16	460100	214		101000
36	- 06/15/26		99.19			2220	16	460100	311		101000
37	- 06/15/26		81.99*			2220	16	460100	320		101000
38	- 06/15/26		505.87			2220	16	460100	382		101000
39	- 06/15/26		150.00			2394	18	420531	214		101000
40	- 06/15/26		19.99*			2394	18	420531	220		101000
41	- 06/15/26		120.00			2394	18	420531	320		101000
42	- 06/15/26		90.31			2394	18	420531	231		101000
43	- 06/15/26		255.00			2394	18	420531	380		101000
44	- 06/15/26		18.54			2510	107	430220	210		101000
46	- 06/15/26		634.40			2510	107	430220	220		101000
47	- 06/15/26		79.99			2510	107	430220	230		101000

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CITY OF MILES CITY
Claim Details
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Section 2, Item A.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
48	- 06/15/26		82.00			2510	107	430220	231		101000
49	- 06/15/26		9.26			2510	107	430220	242		101000
50	- 06/15/26		1,225.95			2510	107	430220	363		101000
51	- 06/15/26		2,563.60			2510	107	430233	230		101000
52	- 06/15/26		4.64			2520	108	430220	210		101000
53	- 06/15/26		158.59			2520	108	430220	220		101000
54	- 06/15/26		20.50			2520	108	430220	231		101000
55	- 06/15/26		2.32			2520	108	430220	242		101000
56	- 06/15/26		20.00			2520	108	430220	230		101000
57	- 06/15/26		306.46			2520	108	430220	363		101000
59	- 06/15/26		640.90			2520	108	430233	230		101000
60	- 06/15/26		326.27			2850	105	420140	210		101000
61	- 06/15/26		270.03*			2850	105	420140	341		101000
62	- 06/15/26		1,245.82			2880	112	460100	382		101000
63	- 06/15/26		60.49			2985	15	450330	220		101004
64	- 06/15/26		4,932.31			4010	501	420460	950	8	101050
65	- 06/15/26		223.97*			5210	22	430530	210		101000
66	- 06/15/26		74.99			5210	22	430530	214		101000
67	- 06/15/26		319.95			5210	22	430530	220		101000
68	- 06/15/26		359.68			5210	22	430530	230		101000
69	- 06/15/26		11.59*			5210	23	430550	210		101000
70	- 06/15/26		226.46			5210	23	430550	214		101000
73	- 06/15/26		445.99			5210	23	430550	220		101000
74	- 06/15/26		56.97*			5210	23	430550	226		101000
75	- 06/15/26		677.79			5210	23	430550	230		101000
76	- 06/15/26		51.25			5210	23	430550	231		101000
77	- 06/15/26		116.53			5210	23	430550	235		102270
78	- 06/15/26		124.00			5210	23	430550	334		101000
79	- 06/15/26		487.16			5210	23	430550	363		101000
80	- 06/15/26		75.43*			5210	25	430510	334		101000
81	- 06/15/26		223.99*			5210	80	430540	210		101000
82	- 06/15/26		74.99			5210	80	430540	214		101000
85	- 06/15/26		331.95			5210	80	430540	220		101000
86	- 06/15/26		359.66			5210	80	430540	230		101000
87	- 06/15/26		75.44*			5310	29	430610	334		101000
88	- 06/15/26		11.59*			5310	31	430630	210		101000
89	- 06/15/26		36.49			5310	31	430630	214		101000
90	- 06/15/26		477.11			5310	31	430630	220		101000
91	- 06/15/26		56.97*			5310	31	430630	226		101000
92	- 06/15/26		490.29			5310	31	430630	230		101000
93	- 06/15/26		51.25			5310	31	430630	231		101000
94	- 06/15/26		124.00			5310	31	430630	334		101000
95	- 06/15/26		487.16*			5310	31	430630	363		101000
96	- 06/15/26		804.53			5310	32	430690	220		101000
97	- 06/15/26		61.34*			5310	32	430690	230		101000

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98	- 06/15/26		20.98			5310	32	430690	231		101000
99	- 06/15/26		751.48			5310	32	430690	369		101000
100	- 06/15/26		467.95			5310	33	430640	220		101000
101	- 06/15/26		466.69			5310	33	430640	222		101000
102	- 06/15/26		574.37			5310	33	430640	230		101000
103	- 06/15/26		617.18			5310	33	430640	231		101000
104	- 06/15/26		4.84			5310	33	430640	311		101000
105	- 06/15/26		-15.00			5310	33	430640	363		101000
106	- 06/15/26		2,891.13			5510	10	420730	222		101000
107	- 06/15/26		-26.89			5510	10	420730	230		101000
108	- 06/15/26		215.43*			5610	87	430300	210		101000
109	- 06/15/26		427.20*			5610	87	430300	220		101000
110	- 06/15/26		107.90			5610	87	430300	230		101000
111	- 06/15/26		110.42			5610	87	430300	345		101000
112	- 06/15/26		11.59			6040	910	430220	210		101000
113	- 06/15/26		99.99*			6040	910	430220	220		101000
114	- 06/15/26		267.73			6040	910	430220	226		101000
141270	-98811C 4187 MOFI		1,162.96								
1	06/05/26 Fire Training CTR pmt#86		670.69*			1000	7	490500	654		101000
2	06/05/26 Fire Training CTR pmt# 86		492.27			1000	7	490500	655		101000
141271	90086S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		265.00								
1	81614 05/26/26 City Hall Rugs		34.50		37668	1000	8	411230	360		101000
2	81875 06/09/26 City Hall Rugs		34.50		37698	1000	8	411230	350		101000
3	82164 06/23/26 Shop-rugs		34.50*		37698	6040	910	430220	350		101000
4	81394 05/15/26 Shop		20.50		37668	6040	910	430220	360		101000
5	81818 06/05/26 WWTP		12.00		36534	5310	33	430640	360		101000
6	81818 06/03/26 WTP		16.50		36534	5210	80	430540	360		101000
7	81758 06/02/26 Library		28.00		37958	2220	16	460100	360		101000
8	82027 06/16/26 Library		28.00		37958	2220	16	460100	360		101000
9	81890 06/09/26 PD floor mats		18.00*		37905	1000	5	420140	360		101000
10	82185 06/23/26 PD floor mats		18.00*		37912	1000	5	420140	360		101000
11	81956 06/12/26 Shop-mats/mops		20.50*		37698	6040	910	430220	350		101000
141272	-98808E 1970 MONTANA DAKOTA UTILITIES		43,981.92								
1	06/24/26 GAS/ELECTRIC ~ FD		555.89*			1000	7	420460	341		101000
2	06/24/26 GAS/ELECTRIC ~ FD		83.66			1000	7	420460	344		101000
3	06/24/26 GAS/ELECTRIC ~ City Hall		502.91			1000	8	411230	341		101000
4	06/24/26 GAS/ELECTRIC ~ City Hall		102.18			1000	8	411230	344		101000
5	06/24/26 GAS/ELECTRIC ~ Parks		837.85*			1000	13	460433	341		101000
6	06/24/26 GAS/ELECTRIC ~ Parks		169.82			1000	13	460433	344		101000
7	06/24/26 GAS/ELECTRIC ~ Bath House		246.56			1000	14	460445	341		101000
8	06/24/26 GAS/ELECTRIC ~ Animal Shelter		63.88*			1000	21	440600	341		101000
9	06/24/26 GAS/ELECTRIC ~ Animal Shelter		51.38*			1000	21	440600	344		101000

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10	06/24/26	GAS/ELECTRIC ~ Library	1,030.16			2220	16	460100	341		101000
11	06/24/26	GAS/ELECTRIC ~ Library	90.02			2220	16	460100	344		101000
14	06/24/26	GAS/ELECTRIC ~ District 165	5,398.91			2400	46	430263	341		101000
15	06/24/26	GAS/ELECTRIC ~ Rental Fee	8,821.80*			2400	46	430263	533		101000
16	06/24/26	GAS/ELECTRIC ~ District 167	762.38*			2420	48	430263	341		101000
17	06/24/26	GAS/ELECTRIC ~ Rental Fee	1,062.00			2420	48	430263	533		101000
18	06/24/26	GAS/ELECTRIC ~ District 171	71.26			2430	49	430263	341		101000
19	06/24/26	GAS/ELECTRIC ~ District 172	824.74			2440	50	430263	341		101000
20	06/24/26	GAS/ELECTRIC ~ District 202	158.14			2470	72	430263	341		101000
21	06/24/26	GAS/ELECTRIC ~ Rental Fee	325.90*			2470	72	430263	533		101000
22	06/24/26	GAS/ELECTRIC ~ District 173	43.16			2480	47	430263	341		101000
23	06/24/26	GAS/ELECTRIC ~ Sewer Lift	174.37*			2510	107	430220	341		101000
28	06/24/26	GAS/ELECTRIC ~ Water Plant	8,094.24			5210	22	430530	341		101000
30	06/24/26	GAS/ELECTRIC ~ Water Plant	454.79			5210	22	430530	344		101000
31	06/24/26	GAS/ELECTRIC ~ Fish & Game	19.03			5210	23	430550	341		101000
32	06/24/26	GAS/ELECTRIC ~ Fish & Game	15.66			5210	23	430550	344		101000
33	06/24/26	GAS/ELECTRIC ~ Fish & Game	19.03			5310	31	430630	341		101000
34	06/24/26	GAS/ELECTRIC ~ Fish & Game	15.66			5310	31	430630	344		101000
35	06/24/26	GAS/ELECTRIC ~ Sewer Lift	2,509.08			5310	32	430690	341		101000
36	06/24/26	GAS/ELECTRIC ~ Sewer Lift	137.90			5310	32	430690	344		101000
38	06/24/26	GAS/ELECTRIC ~ Ambulance	355.41*			5510	10	420730	341		101000
39	06/24/26	GAS/ELECTRIC ~ Ambulance	53.48			5510	10	420730	344		101000
42	06/24/26	GAS/ELECTRIC ~ Shop	539.62			6040	910	430220	341		101000
43	06/24/26	GAS/ELECTRIC ~ Shop	57.07			6040	910	430220	344		101000
44	06/24/26	FISH & GAME ~ ELECTRIC	30.45*			2510	107	430220	341		101000
45	06/24/26	FISH & GAME ~ ELECTRIC	25.05			2510	107	430220	344		101000
46	06/24/26	FISH & GAME ~ ELECTRIC	7.61			2520	108	430220	341		101000
47	06/24/26	FISH & GAME ~ ELECTRIC	6.27			2520	108	430220	344		101000
50	06/24/26	Airport Electric	1,099.97			5610	87	430300	341		101000
51	06/24/26	Airport Gas	468.73			5610	87	430300	344		101000
54	06/24/26	N Daly Sewer Treatment Plant	7,269.21			5310	33	430640	341		101000
55	06/24/26	419 N 7th-PD	517.23			1000	5	420140	341		101000
56	06/24/26	419 N 7th -PD	161.23			1000	5	420140	344		101000
57	06/24/26	2800 Firehall const trck	143.22			4010	501	420460	950	8	101050
58	06/24/26	2800 Firehall New BLDng	605.01			4010	501	420460	950	8	101050
141273	90087S	4034 STEVE RICE	75.00								
1	07162026	06/30/26 Police Commission apr,may,ju	75.00		RECURR	1000	5	420140	350		101000
141274	90088S	371 GENERAL DISTRIBUTING CO.	284.65								
1	1642379	05/31/26 Nitrous 56# 47473	63.09		36456	5510	10	420730	222		101000
2	1643929	05/31/26 Srv chrg	1.00		36456	5510	10	420730	222		101000
3	1653971	06/30/26 nitrous	61.05		36479	5510	10	420730	222		101000
4	1655696	07/01/26 o2	76.19		36479	5510	10	420730	222		101000
5	1646847	06/10/26 o2	83.32		36470	5510	10	420730	222		101000

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141275	90089S	4233 BLAYNE WATTS	75.00					
		Apr, May, Jun 2026						
1	07162026	07/16/26 Police Commission Quarterly	75.00		RECURR	1000 5 420140	350	101000
141277	90090S	4324 DONALD NEESE	25.00					
		April, May, June 2026						
1	07162026	06/22/26 Police Commission Quarterly	25.00		RECURR	1000 5 420140	350	101000
141279	90091S	4386 KIMBERLY MEES	750.00					
1	06262026	06/26/26 JUNE PD cleaning	750.00		37913	1000 5 420140	350	101000
141280	90092S	4429 RICE & MARTIN, P.C.	510.00					
1	06/24/26	Law Library Prof Services	100.00			1000 4 411100	350	101000
2	05292026	05/29/26 Legal Services	410.00		32988	1000 4 411100	350	101000
141281	-98810C	4466 Pintler	5,846.76					
1	2790 06/01/26	May 2026 Ambulance Billing	5,744.41			5510 10 420730	350	101000
2	060126stmt	06/01/26 merchant fees	102.35			5510 10 420730	350	101000
141282	90093S	700 CUSTER COUNTY WATER & SEWER	40,597.92					
1	0626trialc	06/29/26 CCWSD Water/Sewer Collecti	40,597.92		RECURR	7980 211020		101000
141283	90094S	4417 GEOPLAND	11,177.00					
1	MC-26-03	07/07/26 Srvcs-may/June 2026	11,177.00		37719	1000 36 411020	350	101000
141284	90095S	316 DATA IMAGING SYSTEMS, INC	1,200.00					
1	19214 06/30/26	Finance General	185.43			1000 3 410500	360	101000
2		Finance & Administration Water	116.05			5210 25 430510	360	101000
3		Finance & Administration Sewer	116.05			5310 29 430610	360	101000
4		Mayor	61.81*			1000 1 410200	360	101000
5		Planning & Community Services	61.81*			1000 36 411020	360	101000
6		Public Utilities Water	133.51			5210 23 430550	360	101000
7		Public Utilites Sewer	133.51			5310 31 430630	360	101000
8		Public Works Maint 204	87.77*			2510 107 430220	360	101000
9		Public Works Maint 205	46.98*			2520 108 430220	360	101000
10		Treasurer	61.81			1000 9 410540	360	101000
11		TIF	61.81			2310 11 460462	360	101000
12		Building Inspector	133.46*			2394 18 420531	360	101000

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141285	90065S	1721 MID RIVERS TELEPHONE CORP	1,972.10					
3	06/01/26	LIBRARY	160.12*		37953	2220 16 460100	345	101000
4	06/01/26		60.00		37953	2220 16 460100	347	101000
6	06/01/26	911 EMERGENCY	540.09*		37825	2850 105 420140	345	101000
7	06/01/26	911 Emergency line 2	475.18*		37825	2850 105 420140	341	101000
8	06/01/26	RSVP-internet	73.04*		36383	2985 15 450340	345	101000
9	06/01/26	AIRPORT	57.52		2052	5610 87 430300	345	101000
11	06/01/26		60.00		2052	5610 87 430300	347	101000
14	06/01/26	FINANCE	36.70*			1000 3 410500	347	101000
17		POLICE	36.67			1000 5 420140	347	101000
18	06/01/26	PD/DISPATCH	69.41			1000 5 420160	345	101000
20		FIRE	36.67			1000 7 420460	347	101000
22		PARK DEPT	36.67			1000 13 460433	347	101000
24		ANIMAL CONTROL	36.67			1000 21 440600	347	101000
26		WATER PLANT	36.67			5210 22 430530	347	101000
27		WATER LINES	36.67			5210 23 430550	347	101000
28		WATER ADMINISTRATION	36.67			5210 25 430510	347	101000
29		SEWER LINES	36.67*			5310 31 430630	347	101000
30		WASTEWATER TREATMENT PLANT	36.67			5310 33 430640	347	101000
31		AMBULANCE	36.67			5510 10 420730	347	101000
32	06/01/26	CITY SHOP	36.67			6040 910 430220	347	101000
33		Wastewater Admin	36.67			5310 29 430610	347	101000
141286	90066S	4487 RANGE	2,219.50					
1	06/01/26	MAYOR	57.79*			1000 1 410200	345	101000
2		FINANCE/ADMIN	134.08*			1000 3 410500	345	101000
3		ATTORNEY	57.74			1000 4 411100	345	101000
4		CITY COURT	147.25			1000 6 410300	345	101000
5		TREASURER	57.74			1000 9 410540	345	101000
6		PARK DEPT	57.74			1000 13 460433	345	101000
7		FLOOD	57.74			1000 201 431200	345	101000
8		BUILDING INSPECTION	57.74			2394 18 420531	345	101000
9		MMD #204	50.11			2510 107 430220	345	101000
10		MMD #205	27.21			2520 108 430220	345	101000
11		WATER ADMINISTRATION	95.91			5210 25 430510	345	101000
12		WASTEWATER ADMIN	95.91			5310 29 430610	345	101000
13		RSVP-telephone	96.34*		35274	2985 15 450340	345	101000
14		AMBULANCE	243.05			5510 10 420730	345	101000
15		FIRE	425.15*			1000 7 420460	345	101000
16		POLICE DEPT	230.50		35926	1000 5 420140	345	101000
17		ANIMAL CONTROL	14.50		35926	1000 21 440600	345	101000
22		CITYSHOP-breakdown	142.00		35976	6040 910 430220	345	101000
23		WATERPLANT	123.00		35867	5210 22 430530	345	101000
24		WASTE WATER	48.00		35867	5310 33 430640	345	101000

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141288	90096S	4465 LITTLE BIRDIES CLEANING	1,080.00								
1	30 06/29/26	Library-June 26 cleaning	1,080.00		37961	2220	16	460100	360		101000
141289	-98801E	4491 VANCO	72.25								
	**run	ACH only through BMS									
1	16311851	06/02/26 May 26 portal fees	36.12*		37453	5210	25	430510	350		101000
2			36.13*			5310	29	430610	350		101000
141290	90067S	999999 KAMINSKY, SULLENBERGER & ASSOC	375.00								
	Field Training in Billings										
1	2026-14-21	06/04/26 E Tipps field traingin	375.00		37830	2850	105	420140	380		101000
141291	-98807C	2166 CIVICPLUS LLC	7,924.77								
1	371886	07/01/26 Social Archive	2,641.59*		37555	1000	3	410500	330		101000
2			2,641.59*			5210	25	430510	330		101000
3			2,641.59*			5310	29	430610	330		101000
141292	-98817C	523 CITY SERVICE, INC.	1,226.73								
1	INV406030	06/01/26 5000 gal truck loan #58 pmt	1,211.23		1337	5610	87	490500	650		101000
2		06/01/26 5000 gal truck int #58 pmt	15.50*			5610	87	490500	651		101000
141293	-98797E	4360 ALLEGIANCE BENEFIT PLAN MGMT	100.00								
	INV# 2026052800608										
1	00608	05/28/26 May 26 HSA/FSA admin fees	33.34*		37561	1000	5	420140	143		101000
2		05/28/26	33.33			2510	107	430220	143		101000
3		05/28/26	33.33*			5210	22	430530	143		101000
141294	-98815C	523 CITY SERVICE, INC.	46,813.86								
1	INV402172	05/20/26 10000 Gals Jet A fuel	46,813.86*		2051	5610	87	430300	237		101000
141295	-98814C	1921 MONTANA MUNICIPAL INTERLOCAL	315.66								
	pay	ACH on bank side too									
1	460704	06/01/26 June 2026 retiree premiums	315.66		37553	1000		362022			101000
141296	-98816E	4519 CITY OF MILES CITY-UTILITIES	962.91								
1	06/01/26	CITY WTR/SWR CHARGES/PAYMENTS	38.92			1000	7	420460	342		101000
2		CITY WTR/SWR CHARGES/PAYMENTS	46.66*			1000	7	420460	343		101000
3		CITY WTR/SWR CHARGES/PAYMENTS	24.89			5510	10	420730	342		101000
4		CITY WTR/SWR CHARGES/PAYMENTS	29.84*			5510	10	420730	343		101000
5		CITY WTR/SWR CHARGES/PAYMENTS	63.81*			1000	8	411230	342		101000
6		CITY WTR/SWR CHARGES/PAYMENTS	76.50*			1000	8	411230	343		101000
7		CITY WTR/SWR CHARGES/PAYMENTS	46.22*			1000	5	420140	342		101000
8		CITY WTR/SWR CHARGES/PAYMENTS	34.66			1000	5	420140	343		101000
9		CITY WTR/SWR CHARGES/PAYMENTS	124.31			1000	13	460433	342		101000

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10	CITY WTR/SWR CHARGES/PAYMENTS		50.20			1000	13	460433	343		101000
11	CITY WTR/SWR CHARGES/PAYMENTS		25.80*			1000	21	440600	342		101000
12	CITY WTR/SWR CHARGES/PAYMENTS		30.49*			1000	21	440600	343		101000
15	CITY WTR/SWR CHARGES/PAYMENTS		26.29			2220	16	460100	342		101000
16	CITY WTR/SWR CHARGES/PAYMENTS		31.10			2220	16	460100	343		101000
18	CITY WTR/SWR CHARGES/PAYMENTS		44.00			5310	33	430640	342		101000
20	CITY WTR/SWR CHARGES/PAYMENTS		124.13*			6040	910	430220	342		101000
21	CITY WTR/SWR CHARGES/PAYMENTS		145.09*			6040	910	430220	343		101000
141297	-98809C 4019 WEX BANK		13,529.72								
1	112916291 05/31/26 WWTP		111.70		36528	5210	22	430530	231		101000
2	05/31/26		111.70*			5210	80	430540	231		101000
3	05/31/26		111.70			5310	32	430690	231		101000
4	05/31/26		558.55			5310	33	430640	231		101000
5	112916291 05/31/26 Parks		826.86		37676	1000	13	460433	231		101000
6	112916291 05/31/26 SHOP		66.68		37676	6040	910	430220	231		101000
7	05/31/26 Pub Works		4,180.12			2510	107	430220	231		101000
8	05/31/26		1,045.03			2520	108	430220	231		101000
9	112916291 05/31/26 Finance-Tam/HR		188.87		37676	1000	3	410500	370		101000
10	112916291 05/31/26 Airport		106.11		2055	5610	87	430300	231		101000
11	112916291 05/31/26 MCPD		3,052.26		37902	1000	5	420140	231		101000
12	112916291 05/31/26 Animal Control		137.04		37902	1000	21	440600	231		101000
13	112916291 05/31/26 PUD		431.23		36597	5210	23	430550	231		101000
14	05/31/26		431.24			5310	31	430630	231		101000
15	112916291 05/31/26 Fire		685.38		36459	1000	7	420460	231		101000
16	112916291 05/31/26 Amb		1,485.25		36459	5510	10	420730	231		101000
141298	90097S 2240 CUSTOM AG SERVICE AND REPAIR		450.00								
1	2384 05/28/26 Weld Custer Lift		450.00		36531	5310	32	430690	360		101000
141299	90098S 1120 C & J ELECTRIC		1,751.70								
1	7863 03/19/26 Connors-Wire Repair		200.27		37665	1000	13	460433	350		101000
2	8928 04/27/26 Underpass-lights repair		193.34*		37665	2440	50	430263	360		101000
3	7428 04/29/26 WWTP-loop detector on gate		110.00		36538	5310	33	430640	360		101000
4	8912 03/04/26 WWTP-montana lift		223.52		36538	5310	32	430690	360		101000
5	8917 03/23/26 WWtp-alternator for lift stati		195.00		36538	5310	32	430690	360		101000
6	9604 05/20/26 Riverside Prks-wire sprinklers		120.75		37701	1000	13	460433	350		101000
7	9608 05/19/26 Riverside-gazebo wires		224.43		37701	1000	13	460433	350		101000
8	9667 06/09/26 Connors-capacitors		110.00		37722	1000	13	460433	350		101000
9	9673 06/10/26 2 capacitors on waterpump		155.64		37722	1000	13	460433	350		101000
10	9694 06/19/26 Jaycee field-wire replce		122.18		37722	1000	13	460433	350		101000
11	7377 06/03/26 WWTP-ptm1216		36.76		36540	5310	33	430640	360		101000
12	9696 06/05/26 WWTP-multicircuit control		59.81		36540	5310	33	430640	360		101000

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141300	90099S	800 DOEDEN CONSTRUCTION	8,724.40					
1	100004+998	05/29/26 3/4 CTS 4 loads	4,168.56		37666	2510 107 430233	350	101000
2	100028	05/29/26 15 lods 3/4 CTS	1,822.08		37666	2520 108 430233	230	101000
3	66651-6668	05/13/26 Concrete WATER Break	1,185.75		37666	5210 23 430550	234	101000
4	66826	06/11/26 Comstock/man holle rings	1,025.49		37702	2510 107 430233	230	101000
5	66923	06/30/26 concrete street patching	338.26		37709	5210 23 430550	220	101000
6	66923	06/30/26	184.26		37709	2510 107 430220	220	101000
141301	-98806C	2570 ASSUREDPARTNERS AEROSPACE	7,160.00					
1	2606-98043	07/01/26 Aviation Insurance 26-27	7,160.00*		2053	5610 87 430300	513	101000
141302	90100S	4538 SCHANTZ LAW	125.00					
1	052926	05/29/26 Reviews of land lease agremnt	125.00*		2054	5610 87 430300	350	101000
141303	90068S	2903 TIRE-RAMA	631.17					
1	106-25707	05/27/26 Tires-Tilt Deck-streets	252.47		37672	2510 107 430220	363	101000
2			63.12			2520 108 430220	363	101000
3			157.79			5210 23 430550	363	101000
4			157.79*			5310 31 430630	363	101000
141304	90069S	267 HAYNES ENTERPRISES	47,040.50					
1	8270	06/01/26 1103 Knight ADA/curb	7,875.00		37682	2510 107 430235	230	101000
2	8271	06/01/26 800 BLk Main alley #1	39,165.50		37682	2510 107 430233	230	101000
141305	90070S	999999 JODIE WEISS	153.88					
	ALERRT	Training Glendive, MT 6-15 thru 6/16						
1	061526	06/15/26 ALERRT training travel	104.88		37829	2850 105 420140	370	101000
2	061526	06/15/26 meals	49.00		37829	2850 105 420140	370	101000
141306	-98813C	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1	refill	06/10/26 Refill postage meter	1,000.00			1000 3 410500	311	101000
141307	90071S	4253 DOUBLE J CONCRETE & CARPENTRY,	12,250.00					
1	0191	05/30/26 S Montana Valley Pan	11,210.00		37673	2510 107 430234	350	101000
2	0192	05/30/26 S Ctr/Butler curb	1,040.00		37673	2510 107 430234	350	101000
141308	90072S	2865 DEPT OF ENVIRONMENTAL QUALITY	280.00					
1	applicatio	06/16/26 Ryan Capps app/fees	140.00		36539	5210 80 430540	380	101000
2	applicatio	06/16/26 Amanda Rohlfing app.fees	140.00		36539	5210 22 430530	380	101000

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141309	90101S	3286 WPCI	66.00					
1	S174293	05/31/26 Parks Emp random tests	33.00		37556	1000 13 460433	350	101000
2	S174293	05/31/26 P.Wrks Emp random tests	16.50		37556	2510 107 430220	350	101000
3			16.50			2520 108 430220	350	101000
141310	90075S	2471 POSTMASTER	368.00					
1	0630box910	06/30/26 Annual PO Box rental	122.66*		37557	1000 3 410500	220	101000
2			122.67			5210 25 430510	220	101000
3			122.67			5310 29 430610	220	101000
141311	90102S	4539 CUSTER COUNTY GIS	500.00					
1	26-001	06/10/26 GIS 2026 credits	500.00		37831	2850 105 420140	350	101000
141312	90074S	1321 HOLMLUND MOBILE LOCK & KEY	4,198.00					
1	990374	05/11/26 Fire building locks	4,198.00		36464	4010 501 420460	950	101000
141313	90073S	4540 BRADLEY CABINETRY	12,144.00					
1	3851	06/09/26 Fire bld-cabinets/countertops	12,144.00		36462	4010 501 420460	950 8	101050
141314	90103S	2510 QUAD K SUPPLY	1,134.00					
1	76494	06/16/26 Papertowels City Hall	84.00		37695	1000 8 411230	220	101000
2	76232	05/20/26 Parks-broom	100.00*		37669	1000 13 460433	214	101000
3	76265	05/26/26 Splash Pad-Bleach	950.00		37669	1000 13 460433	222	101000
141315	90080S	2903 TIRE-RAMA	758.06					
1	106-25956	06/05/26 Tire Sweeper	44.80		37686	2510 107 430220	363	101000
2			11.20			2520 108 430220	363	101000
3	106-26534	06/30/26 Amb-A28 tires	702.06		36472	5510 10 420730	360	101000
141316	90104S	4394 GARY ODDY CONSTRUCTION INC	1,120.00					
1	1444	06/05/26 Roof repair-BLM building Airpo	1,120.00*		2057	5610 87 430300	363	101000
141317	90105S	4215 JGA ARCHICTECTS ENGINEERS	21,927.18					
1	21	06/01/26 Fire Bldng-Architect	21,927.18		36460	4010 501 420460	950 8	101050
141318	90106S	4479 SAFEbuilt	10,725.00					
1	3963209	05/31/26 901 N Lake-plan review	412.50*		36763	2394 18 420531	350	101000
2	515 S	Moorehead Bld Aplan revi	4,882.50*			2394 18 420531	350	101000
3	515 S	Moorehead BLD B	5,430.00*			2394 18 420531	350	101000

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141319	90107S	771 DEPT OF REVENUE	70.63								
1	CGR-2	06/09/26 1% gross Connors	70.63*		37684	1000	13	460436	230		101000
141320	90108S	268 MILES CITY SANITATION INC.	570.00								
1	65X00131	05/31/26 Fire-landfill	359.40		36461	4010	501	420460	950	8	101050
2	6618666	06/01/26 PD-garbage srvc	37.00*		37908	1000	5	420140	220		101000
3	66X00147	06/15/26 Fire-demo/dump	173.60		36482	4010	501	420460	950	8	101050
141321	90109S	999999 MED TECH RESOURCE	624.93								
1	159597	06/09/26 EZ IO needle supplies-AMB	290.86		36463	5510	10	420730	222		101000
2	159734	06/17/26 EZ IO needle supplies-AMB	334.07		36471	5510	10	420730	222		101000
141322	90110S	4171 FERGUSON WATERWORKS #1701	1,241.44								
1	960723	06/10/26 8" macro couplers	1,241.44		37455	5210	23	430550	230		101000
141323	90111S	4000 AG PARTNERS. LLC	2,947.89								
1	IB9422	06/09/26 chemical ferthilizer	1,708.97		37692	1000	13	460433	222		101000
2	IB9200	05/07/26 "" parks /ball fields	216.92			1000	13	460433	222		101000
3	IB9329	05/27/26	485.00			1000	13	460433	222		101000
4	IB9340	05/27/26	425.00			1000	13	460433	222		101000
5	IB9396	06/08/26 Weed Killer-Parks	112.00		37679	1000	13	460433	222		101000
141324	90112S	4527 MONTANA ASSOCIATION OF COUNTIES	36,859.18								
1	INV000176	05/30/26 VPN-net fix	4,727.00		37832	2850	105	420140	350		101000
2	INV000148	05/20/26 New comp bal owing	11,000.00		37827	2850	105	420140	940		101000
3	INV000178	06/18/26 6 MDTs	21,132.18		37841	2850	105	420140	940		101000
141325	90113S	4391 CONTINENTAL UTILITY SOLUTIONS	5,390.00								
1	15045	06/16/26 billing software tch	2,695.00		37454	5210	25	430510	360		101000
2		06/16/26	2,695.00			5310	29	430610	360		101000
141326	90114S	1896 HAWKINS, INC	13,613.24								
1	7423794	05/15/26 demurrage WTP	10.00*		36535	5210	80	430540	222		101000
2	7424932	05/15/26 Demurrage WWTP	30.00		36535	5310	33	430640	222		101000
3	7432349	05/20/26 EArth TEC epa-WTP	2,768.74*		36535	5210	80	430540	222		101000
4	7454991	06/09/26 WTP chemicals	10,774.50*		37460	5210	80	430540	222		101000
5	7457584	06/15/26 WWTP-demurrage	30.00		37460	5310	33	430640	220		101000
141327	90115S	902 ENERGY LABORATORIES INC	1,956.00								
1	782855	05/07/26 BActis, fluoride, tocs	190.00*		36533	5210	80	430540	352		101000
2	785412	05/19/26 ammonia, nitrate	63.00		36533	5310	33	430640	352		101000
3	783677	05/12/26 bactis, fluoride, tocs	152.00*		36533	5210	80	430540	352		101000
4	785994	05/21/26 bactis, fluoride, tocs	190.00*		36533	5210	80	430540	352		101000
5	788314	06/04/26 wtp-bactis	190.00*		36542	5210	80	430540	352		101000

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6	790829	06/16/26 wwtp-ammonia	63.00		36542	5310	33	430640	352		101000
7	791371	06/17/26 wtp-flouride/tocs	152.00*		36542	5210	80	430540	352		101000
8	791930	06/19/26 wtp-bactis	190.00*		36542	5210	80	430540	352		101000
9	792687	06/23/26 wtp-trihalomethanes	766.00*		36542	5210	80	430540	352		101000
141328	90116S	730 DEMCO	50.11								
1	7815845	06/03/26 due date slips/bookmarks	50.11		37956	2220	16	460100	382		101000
141329	90117S	4446 BIG SKY MENTAL HEALTH SERVICES,	200.00								
1	05/01/26	M Fleming-PD physcial	200.00		37903	1000	5	420140	350		101000
141330	-98805C	3292 WESTERN PEAKS LOGISTICS LLC	637.29								
1	1284WPL158	05/31/26 Library Courier	637.29*		37957	2880	39	460100	311		101000
141331	90118S	1943 MONTANA DEPT OF TRANSPORTATION	5,242.04								
1	52656	06/04/26 street paint/materials	5,242.04		37677	2510	107	430233	230		101000
141332	90119S	4288 KONE PASADENA	2,634.81								
1	1159155906	06/09/26 elevator not working	2,634.81		37685	1000	8	411230	360		101000
141333	90120S	4026 JACKSON CONTRACTOR GROUP INC	6,992.93								
1	PAYAPP2	05/31/26 Connors final APP2	6,992.93*		37683	1000	13	460436	230		101000
141334	90121S	4426 APG YELLOWSTONE NEWS	1,204.57								
1	750984	06/05/26 2405 Palmer addition	84.86		37680	1000	201	431200	331		101000
2	749263	05/29/26 WTP reroof bid adverts	631.48		37451	5210	22	430530	350		101000
3	754617	06/24/26 619 N center-legal notice	83.42		37690	1000	201	431200	331		101000
4	755054	06/23/26 RFQ-engineering	71.94*		37690	2510	107	430220	331		101000
5	755052	06/23/26 RFQ-architect	17.98		37690	2520	108	430220	331		101000
6	755052	06/23/26	44.96		37690	5210	23	430550	331		101000
7	755052	06/23/26	44.96		37690	5310	31	430630	331		101000
8	755560	06/24/26 Zoning-changes	60.31*		37690	1000	36	411020	331		101000
9	753962	06/18/26 Last Chance Sub rezone	164.66*		37694	1000	36	411020	331		101000
141335	-98804C	523 CITY SERVICE, INC.	26,737.46								
1	INV421101	06/17/26 5003 Gal AV Gas	26,737.46*		2058	5610	87	430300	237		101000
141336	90122S	999999 SIG BURBACH	280.00								
1	06162026	06/16/26 Library-welded flowers	280.00*		37959	2880	112	460100	350		101000

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141337	90123S	999999 MAHRIA FREDRICKSON	261.38								
1	dec-jun 26	06/23/26 work phone reimbursement	261.38*		37911	1000	5	420140	220		101000
141338	-98803C	1407 KLJ ENGINEERING LLC	20,654.50								
1	16315	06/04/26 Darling ADD Phase 4	1,595.55		37678	5210	23	430550	357		101000
2	16315	06/04/26	725.25			5310	31	430630	357		101000
3	16315	06/04/26	2,514.20		37678	2510	107	430236	350		101000
4	17338	06/17/26 Yellowstone Phase I	15,819.50		37693	1000	201	431200	350		101000
141339	90124S	1361 INTERSTATE ENGINEERING	8,479.79								
1	61909	06/12/26 Wibaux Park Drive/fountain	8,479.79		37689	2510	107	430230	350	12	101000
141340	-98802C	4470 CLOUDPERMIT INC	6,000.00								
1	INV902164	06/01/26 Business Licensing	666.66		37554	1000	3	410500	360		101000
2			666.67			5210	25	430510	360		101000
3			666.67			5310	29	430610	360		101000
4	INV902164	06/01/26 Building permitting	4,000.00*		37554	2394	18	420531	360		101000
141341	90125S	999999 MATT ROBB	37.34								
1	june2026	06/07/26 Cellphone PD reimbursment	37.34*		37910	1000	5	420140	220		101000
141342	90077S	4253 DOUBLE J CONCRETE & CARPENTRY,	8,605.00								
1	0194	06/14/26 ADA S Ctr&Butler	8,605.00		37687	2510	107	430235	230		101000
141343	90126S	4340 VALLI INFORMATION SYSTEMS (BDS)	3,037.12								
1	106328	06/10/26 May water/sewer bills	1,518.56*		37452	5210	25	430510	320		101000
2	106328	06/10/26	1,518.56		374542	5310	29	430610	320		101000
141378	90076S	999999 PRIM	317.30								
1	06292026	06/29/26 4th of July insurance	317.30*		35199	1000	2	410100	220		101000
141379	90127S	288 MILES CITY AREA CHAMBER OF	81.40								
1	7125326	05/29/26 bulk mailing rsvp	81.40		36385	2985	15	450330	311		101000
141380	90128S	2560 REGAN PLUMBING & HEATING	94.08								
1	222-19441	05/20/26 Wibaux-pvc supplies	12.38		37667	1000	13	460433	230		101000
2	222-19442	05/20/26 Denton-pvc supplies	37.26		37667	1000	13	460433	230		101000
3	222-19469	05/27/26 Frog Pond-pvc supplies	16.23		37667	1000	13	460433	230		101000
4	222-19488	05/29/26 Soccer-pvc supplies	28.21		37667	1000	13	460433	230		101000

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141381	90078S	267 HAYNES ENTERPRISES	46,231.79					
1	8278	06/22/26 Main Alley draw 2	46,231.79		37704	2510 107 430233	230	101000
141382	90129S	910 EVERGREEN LANDSCAPING	687.80					
1	1119110460	05/22/26 sprinklers for parks	687.80		37670	1000 13 460433	230	101000
141383	90130S	4108 MID-AMERICAN RESEARCH CHEMICAL	199.51					
1	0879454-N	05/22/26 PW-PU supplies	79.80		37652	2510 107 430220	220	101000
2			19.95			2520 108 430220	220	101000
3			49.88			5210 23 430550	220	101000
4			49.88			5310 31 430630	220	101000
141384	90131S	4395 JOE JOHNSON EQUIPMENT	3,978.00					
1	P04034	06/01/26 Parts#44	3,182.40		37674	2510 107 430220	363	101000
2			795.60			2520 108 430220	363	101000
141385	90132S	1941 LOCAL GOVERNMENT CENTER-MSU	1,350.00					
1	INV2782	05/14/26 MMCT training x3	900.00		35198	1000 3 410500	380	101000
2		Mary-Melissa-Tamara	450.00			1000 9 410540	380	101000
141387	90133S	1969 MONTANA LEGISLATIVE COUNCIL	80.00					
1	41463	06/30/26 2025 MCA Vol 8-9	80.00		34843	1000 6 410300	382	101000
141388	90134S	4218 CUSTER COUNTY TRANSIT	35.00					
1	07012026	07/01/26 Volunteer rides-June 2026	35.00		36391	2985 15 450330	379	101004
141389	90135S	771 DEPT OF REVENUE	1,242.67					
1	PayAPP1	06/30/26 1% gross rcpts Wibaux	1,242.67*		37706	2510 107 430230	950	101000
141390	90136S	52 ABC GLASS & SIGNS, INC.	393.50					
1	10074022	06/16/26 Drivers side window repair-P	393.50		37688	5210 23 430550	369	101000
141391	90137S	4541 INTERNATIONAL CODE COUNCIL	4,850.00					
1	1002304053	06/23/26 Plan/Bldng review	4,850.00*		36765	2394 18 420531	350	101000
141392	90138S	4542 BLUE EARTH PRODUCTS	2,300.56					
1	inv001318	05/06/26 FILTER FIT	2,300.56*		36524	5210 80 430540	222	101000
141393	90139S	4501 CBO CONSULTING SERVICES OF	1,000.00					
1	111013	06/24/26 June 2026 Consultant srvcs	1,000.00*		36767	2394 18 420531	350	101000

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Stockman Bank
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
141394	90140S	4130 IBS, Inc.	525.41								
1	910392-1	06/26/26 shop supplies/equiment tools	210.16		37708	2510	107	430220	230		101000
2	06/26/26		52.55			2520	108	430220	230		101000
3	06/26/26		131.35			5210	23	430550	230		101000
4	06/26/26		131.35			5310	31	430630	230		101000
141395	90141S	4127 I-STATE TRUCK CENTER	22.59								
1	C251409836	04/30/26 pw/pud unit 32	9.00		37703	2510	107	430220	363		101000
2			2.29			2520	108	430220	363		101000
3			5.65			5210	23	430550	363		101000
4			5.65*			5310	31	430630	363		101000
141396	90142S	429 BNSF RAILWAY COMPANY	6,697.06								
1	26005661	06/02/26 truck route lease	6,697.06*		37700	2510	107	430220	532		101000
141397	90143S	4440 ODRA LLC	891.01								
1	23202	06/18/26 PW 44	712.81*		37699	2510	107	430220	360		101000
2			178.20*			2520	108	430220	360		101000
141399	90079S	999999 ERIKA TIPPS	197.40								
		FTO Training in Billings, MT July 13-17 2026									
1	07122026	07/12/26 trave/meals reimbursement	32.90		37840	2850	105	420140	370		101000
2	07132026	07/13/26	32.90			2850	105	420140	370		101000
3	07142026	07/14/26	32.90			2850	105	420140	370		101000
4	07152026	07/15/26	32.90			2850	105	420140	370		101000
5	07162026	07/16/26	32.90			2850	105	420140	370		101000
6	07172026	07/17/26	32.90			2850	105	420140	370		101000
141400	90144S	4488 ODDY CONSTRUCITON LLC	250.00								
1	07072026	07/07/26 refund bldng permt pmt	250.00*		36768	2394	18	420531	220		101000
141401	90145S	999999 JANET MOORE	150.00								
1	EMD1	07/14/26 King County EMD training	150.00		37846	2850	105	420140	380		101000
141402	90146S	4162 CROSS PETROLEUM SERVICE	767.00								
1	T12336P	06/29/26 propane -bulk sheep tower	585.00*		37847	2850	105	420140	220		101000
2	T12335.	06/26/26 propane-bulk mildred tower	200.00*		37847	2850	105	420140	220		101000
3	UC89635	01/20/26 receipt on account	-18.00*		37847	2850	105	420140	220		101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
141403	90147S	763 DIAMOND J CONSTRUCTION	123,024.45					
1	APP1 06/25/26	Wibaux -Draw 1	123,024.45*		37705	2510 107 430230	950	101000
141404	90148S	870 EAST MAIN ANIMAL CLINIC	540.75					
1	2392 06/30/26	fees from vet-dogs/cats	83.75		37921	1000 21 440600	350	101000
2	2320 06/25/26	brought in from shelter	139.55		37921	1000 21 440600	350	101000
3	2284 06/23/26	fees animals	317.45		37921	1000 21 440600	350	101000
141405	90149S	284 AQUA-PURE INC	11,600.00					
1	061126 06/17/26	WTP-quagulant chemicals	11,600.00*		37459	5210 80 430540	222	101000
141406	90150S	406 BRODY CHEMICAL	5,200.99					
1	INV80154 05/22/26	Granular Chlorine WWTP	5,200.99		37461	5310 33 430640	220	101000
141407	90151S	4104 BILLINGS CLINIC OCCUPATIONAL	900.00					
1	301EM1124 05/07/26	FD-lewis, selting exams	900.00		36474	1000 7 420460	350	101000
141408	90152S	4189 L.N. CURTIS AND SONS	392.49					
1	INV1082094 06/23/26	CoatHanger qwk dry	392.49		36468	1000 7 420460	220	101000
141409	90153S	4543 CALWEN INC DBA RESCUE SOURCE &	4,527.50					
1	140606 06/22/26	suits	4,527.50		36469	1000 7 420460	380	101000
141410	90154S	4384 BROSZ ENGINEERING INC	11,322.50					
1	MC44271C 06/05/26	new fire building	2,450.00		36473	4010 501 420460	950 8	101050
2	MC44170U 06/01/26	MCFD Training Fire hydrant	8,872.50		36473	4010 501 420460	950 8	101050
141411	90081S	999999 600 CAFE, INC	17,323.20					
1	11212025 06/25/26	TIFD reimbursemnt	17,323.20		37408	2310 11 460466	730	101000
141412	90155S	979 FIREMANS COMPANY	688.60					
1	19159 06/21/26	annual srvc-recharge	688.60		3768	2220 16 460100	360	101000
141413	90156S	4357 MCCONE ELECTRIC CO-OP INC	63.06					
1	apr-may202 05/31/26	sheep mtn tower-911	63.06*		37838	2850 105 420140	341	101000
141414	90157S	4217 CENTRAL SQUARE TECHNOLOGIES	2,426.72					
1	466960 06/29/26	Insight mapping licenses-MCPD	2,426.72		37837	2850 105 420140	350	101000

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Stockman Bank
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
141415	90158S	4254 MC ELECTRIC, LLC	150.00					
1	8707 06/24/26	600 blk locate for main light	150.00*		37712	2440 50 430263	360	101000
141416	90159S	4428 A & I DISTRIBUTORS	11.95					
1	232257-00 06/29/26	Parts correction	9.56		37711	2510 107 430220	220	101000
2	232257-00 06/29/26		2.39		37711	2520 108 430220	220	101000
141417	90160S	4084 MILES CITY AREA ECONOMIC	5,000.00					
1	FY26-27 06/08/26	annual FY26-27 partnership	5,000.00		37562	1000 2 470300	350	101000
141418	90161S	1190 HACH COMPANY	472.24					
1	15049423 06/17/26	nutrient buffer	135.24		36544	5310 33 430640	222	101000
2	15054820 06/23/26		337.00		36544	5310 33 430640	222	101000
141419	90162S	999999 JOHN JOHNSON	105.91					
1	42598 06/22/26	fuel purchase reimbursement	105.91		37456	5310 31 430630	231	101000
141420	90163S	999999 SULLIVANS FURNITURE	333.00					
1	29269 06/11/26	mattress TwinXL	333.00		36458	4010 501 420460	950 8	101050
141421	90164S	2847 STEADMANS ACE HARDWARE	7,999.99					
1	136404 06/18/26	fridge-range-dishwasher	7,999.99		136404	4010 501 420460	950 8	101050
141422	90165S	4238 RONALD L. ASKIN DRILLING	2,000.00					
1	8253 06/17/26	july 2026 rent	2,000.00		36466	4010 501 420460	950 8	101050
141423	90166S	999999 ERIN THORMODSGARD	17,316.00					
1	09112025 06/25/26	TIFD reimbursement-windows	17,316.00		37407	2310 11 460466	730	101000
141424	90167S	1010 STOCKMAN BANK	229.70					
1	#1 06/25/26	court deposit ticket	229.70		34842	1000 6 410300	210	101000
141425	90168S	4113 MONTANA CORRECTIONAL ENTERPRISES	25,530.00					
1	95568 06/26/26	FFE approved cabinets	18,465.00		36475	4010 501 420460	950 8	101050
2	95558 06/26/26	FFE approved bed frame	5,490.00		36475	4010 501 420460	950 8	101050
3	95564 06/26/26	FFE approved Desks	1,575.00		36475	4010 501 420460	950 8	101050
141426	90169S	999999 IVAN ANDERSON	176.40					
		Firefighter training for Swift Water in Missoula MT 6-4-2026 thru 6-7-2026						
1	06202026 06/04/26	training/missoula reimbursem	176.40		36476	1000 7 420460	380	101000

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Stockman Bank
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
141427	90170S	999999 CJ TRUESDALE	598.73					
		FireFighter Swift Water training Missoula/MT 6-4-26 thru 6-7-26						
1	062026	06/20/26 training reimbursement	598.73		36477	1000 7 420460	380	101000
141428	90171S	3292 WESTERN PEAKS LOGISTICS LLC	205.34					
1	1269WPL-80	06/06/26 WTP-energy labs deliver	68.61*		36545	5210 80 430540	352	101000
2	1269WPL-80	06/13/26	68.61*		36545	5210 80 430540	352	101000
3	1269WPL-81	06/20/26	68.12		36545	5310 33 430640	352	101000
141429	90172S	4373 BIG STATE INDUSTRIAL SUPPLY INC	119.98					
1	1635676	06/08/26 WTP-red shopt towels	59.99		36546	5210 80 430540	220	101000
2	1635676	06/08/26	59.99		36546	5310 33 430640	220	101000
141430	90173S	673 CUSTER NETWORK AGAINST DOMESTIC	1,506.00					
1	626trialb	06/30/26 Apr-Jun 26	1,506.00		RECURR	7471 212500		101000
# of Claims 131			Total: 827,418.07					
Total Electronic Claims			222,156.15	Total Non-Electronic Claims	605261.92			

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CITY OF MILES CITY
Fund Summary for Claims
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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	84,084.57
2220 LIBRARY	
101000 Cash - Operating	4,979.06
2310 TIFD-Downtown	
101000 Cash - Operating	34,701.01
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	23,661.09
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	14,220.71
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	1,824.38
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	71.26
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	1,168.08
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	595.00
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	484.04
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	43.16
2510 STR MAINT DIST #204	
101000 Cash - Operating	280,490.19
2520 STR MAINT DIST #205	
101000 Cash - Operating	5,268.37
2850 Southeastern Montana Dispatch-911	
101000 Cash - Operating	47,568.04
2880 LIBRARY GRANTS	
101000 Cash - Operating	2,163.11
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	250.78
101004 RSVP Non-Federal Cash Operating-Custer	95.49
4010 Fire Dept Captial Imprvmt Fund	
101000 Cash - Operating	4,198.00
101050 CASH-FD Building Bond	87,470.21
5210 WATER UTILITY	
101000 Cash - Operating	57,268.40
102270 Cash - Curb Stop Replacement Fee	116.53
5310 SEWER UTILITY	
101000 Cash - Operating	33,199.04
5510 AMBULANCE FUND	
101000 Cash - Operating	12,551.23
5610 AIRPORT OPERATING	
101000 Cash - Operating	85,836.33
6040 PUBLIC WORKS	
101000 Cash - Operating	1,566.07
7452 Drivers' License Reinstatement Fees	
101000 Cash - Operating	0.00
7467 Law Enforcement Academy Surcharge	
101000 Cash - Operating	1,440.00
7471 CIVIL LEGAL ASSIST/VICTIM DOM VIOLENCE	
101000 Cash - Operating	1,506.00

Fund/Account	Amount
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	40,597.92
Total:	827,418.07



CITY OF MILES CITY

Regular Council Meeting Minutes

September 15, 2026 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Councilmember Ed Pulecio
Councilmember Don Simpson

ALSO PRESENT: City Attorney Dan Rice, Police Chief Doug Colombik, Interim Fire Chief Ed Kanduch, Public Works Director Samantha Malenovsky, Dispatch Director Lyne Anderson, Clerk/Minute Recorder Tamara Ellsworth.

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

A. JIM ATCHISON - SEMDC PRESENTATION

Jim Atchison gave a handout and presentation on what SouthEastern Montana Development Corporation's current events achieved and planned out for this year. Mayor Grenz commented on helpful and the wonderful resources that the SEMDC has provided for the City of Miles City and many other communities.

2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting 09/08/2026

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

3. SCHEDULE MEETINGS

4. CITY COUNCIL COMMENTS

5. MAYOR COMMENTS

6. NEW BUSINESS

- A. RESOLUTION NO 4720 - A RESOLUTION VACATING, DISCONTINUING, AND CLOSING THE STREET BETWEEN THE NORTH HALF OF BLOCKS 1 & 5 OF THE MILES CITY ORIGINAL TOWNSITE IN THE CITY OF MILES CITY, MONTANA.

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

Mayor Grenz gave information as to where the street vacancy is located and explained that the tenants on either side have been maintaining this area on their own as due to street not having ever been used the street has been overgrown.

Council Chair Bartholomew inquired if there is a benefit to vacating a street.

Public Works Director Malenovsky let Council know that if the street is vacated it becomes property taxable value.

Councilperson Steiner wanted to know who owns the street when it is vacated, to which Public Works Director Malenovsky informed the Council that the property line of the vacated street would go right down the middle and the ownership would go to those on either side of the new property line.

- B. RESOLUTION NO. 4721 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-A UNION.

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

Council Chair Bartholomew announce what departments are in the 283A Union.

- C. RESOLUTION NO. 4722 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-B UNION.

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

Council Chair Bartholomew informed Council that 283-B Union includes the Police Officers, admin employees and that the Dispatch is wanting to be removed from the 283-B Union. She has been speaking with the Union rep Hannah Nash and she is currently producing a new union contract for the Dispatch department. The Police are asking for a base increase and have negotiated to freeze the positions to 14 officers and no extra equipment and if the budget can maintain the increase and be able to allow a position to be added on for 3 consecutive years.

Councilperson Steiner wanted to clarify with the Chair that as of right now the positions will be froze at 14 but with this contract they are allowed to add another position every year so making that 17 officers at the end of this contract. Council Chair responded that if the budget allows for the extra positions then that position can be added. If the budget does not allow then the positions stay at 14.

Councilperson Huber thanked Council Chair Bartholomew and Councilperson Losey for their time and work they have put into the negotiations for the City of Miles City.

Mayor Grenz stated that he is glad that the negotiations have been reached, glad that they were able to keep employees from resigning and moving forward the City needs to offer competitive wages.

7. 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 Huber, Seconded by Councilmember Thomason.

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

Meeting adjourned at 6:30 p.m.



MASTER AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO CITY OF MILES CITY, MONTANA

For the consideration hereinafter set forth, INTERSTATE ENGINEERING, INC. (hereinafter referred to as the ENGINEER) agrees to provide design engineering, planning, surveying, construction engineering and other related professional services as described herein to the CITY OF MILES CITY, MONTANA (hereinafter referred to as the OWNER).

OWNER understands and agrees that ENGINEER is being retained under this Agreement to provide professional services.

The professional services to be provided by the ENGINEER will be detailed in a duly executed Task Order for each Specific Project, subject to further revisions as agreed upon by and between OWNER AND ENGINEER:

ARTICLE 1. SCOPE OF SERVICES

The ENGINEER agrees to provide required engineering, planning, surveying, and related services for the OWNER's projects. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement, executed by both parties. General formatting of a Task Order is shown in Exhibit A. Unless otherwise indicated in a Task Order, execution of a Task Order by the OWNER shall constitute notice to and authorization for the ENGINEER to proceed with the services enumerated in the Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

ARTICLE 2. TERM

A. PERIOD OF SERVICE

This Agreement will be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.

The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new five (5) year term.

ARTICLE 3. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services described in Article 1, the OWNER shall pay the ENGINEER in accordance with fees specified in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be based on the ENGINEER's estimate of cost at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the appropriate Task Order. General formatting of an Amendment is shown in Exhibit B.



D. BASIS OF COSTS

The budgets listed in the Task Orders are based on the ENGINEER's estimates for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the control of the ENGINEER, the basis of payment will be renegotiated to provide for additional costs of service.

The ENGINEER may provide an updated schedule of rates once per year on or about the month of February.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the OWNER, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the OWNER directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the ENGINEER shall be on the basis of an additional payment to be mutually negotiated at the time the OWNER directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

The scope and extent of engineering services to be provided under this Agreement does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER which are unrelated to the ENGINEER. Further, the ENGINEER shall not be obligated to defend the OWNER in any legal proceedings or pay for any costs associated with the OWNER's defense, including but not limited to attorney fees, court costs, or settlements in litigation unrelated to the ENGINEER.

ARTICLE 4. PAYMENT FOR SERVICES

Payment to the ENGINEER, as prescribed in Article 3, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described in Article 1 and subsequent Task Orders, payment is due within 30 days after receipt of billing of the amount due, as prescribed in Article 3, for each service rendered during the month.

B. INTEREST

If payment of the amount due or any portion thereof is not made as prescribed above, interest on the unpaid balance thereof will accrue at the maximum interest rate of 1.5% (or the maximum rate of interest permitted by law, if less) and payable at the time said overdue payments are made. Interest shall not be applied to portions of an invoice that are contested by the OWNER wherein the ENGINEER is advised of the contested portion within 30 days of receipt of the invoice by the OWNER.

C. SUSPENSION OF WORK CLAUSE

If payments are not timely made, ENGINEER may after giving 7 days' written notice to OWNER, suspend services under this Agreement until OWNER has paid in full amounts due. OWNER waives any and all claims against ENGINEER for any such suspension.



ARTICLE 5. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The ENGINEER will not begin work on any of the services listed in Article 1 until the OWNER directs ENGINEER to proceed. Authorization to proceed on work elements not defined in this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

In soils, foundations, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. In estimating subsurface conditions, the data, interpretation, and recommendations of the ENGINEER are based solely on the information provided. It is recognized, however, that because of the inherent risks and uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost.

The ENGINEER will coordinate the subsurface soil investigations and reporting with the geotechnical engineer in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the ENGINEER as part of services during construction shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the observation duties of the on-site representative personnel defined herein, nor is the ENGINEER in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The ENGINEER shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except ENGINEER's own employees and agents.

D. ON-SITE REPRESENTATIVE

The ENGINEER's on-site representative personnel will make reasonable efforts to assist in guarding the OWNER against defects and deficiencies in the work of the Contractor(s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day presence and observations will not, however, cause the ENGINEER to be responsible for those duties and responsibilities that belong to the OWNER and/or Construction Contractor(s) or other parties; which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the ENGINEER responsible for inspecting, noting, observing, or reporting on safety deficiencies of the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except ENGINEER's own employees and agents. The ENGINEER's duty is limited to general observations and reporting to the OWNER only those material departures from the schedule or deficiencies of which the ENGINEER has actual knowledge, in fact.



E. ON-SITE RESPONSIBILITIES

The ENGINEER shall act as the OWNER's agent for all matters incidental to coordination of the project during construction; but the ENGINEER has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

F. OPINIONS OF COST

Construction and procurement opinions of cost to be prepared under this Agreement are to be based upon presently available data, adjusted where necessary to reflect anticipated future changes. In preparation of these cost estimates, the ENGINEER will apply his experience and judgment; but since he has no control over future changes or competitive bidding procedures and market conditions and other factors affecting cost, no warranty, expressed or implied, is given as to the accuracy of said opinions of cost.

When the ENGINEER is required to prepare quantity and material take-offs and/or opinions of cost for the project or portions of the project from plans and specifications that are less than 100% complete, the OWNER shall hold the ENGINEER harmless from any and all loss, liability, or claims resulting from said actions of the ENGINEER.

G. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the Contractor are based on the ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the ENGINEER to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the ENGINEER has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

H. STANDARD OF CARE

The ENGINEER shall perform the professional services under this Agreement in accordance with the standard of care and diligence normally practiced by engineers performing services of a similar nature, and for similar projects, in the same/similar geographic area at the time such services are performed. The ENGINEER makes no other warranty, expressed or implied.

I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The ENGINEER will not be responsible for any errors or omissions that have been incorporated into the record drawings.



ARTICLE 6. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. OWNER-FURNISHED DATA

The OWNER shall provide to the ENGINEER all technical data in the OWNER's possession, including previous reports, maps, surveys, borings, and all other information required by the ENGINEER and relating to the ENGINEER's work on the project. Such information shall include, but not be limited to, the OWNER's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that OWNER requires to be included. ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER in performing ENGINEER's services to the OWNER.

C. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by the ENGINEER and provide labor and safety equipment as required by the ENGINEER and as authorized by OWNER.

D. ADVERTISEMENTS, PERMITS, AND ACCESS

The OWNER shall be responsible for and pay all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the ENGINEER to perform his services on public or private property as required, unless as otherwise specified herein.

E. TIMELY REVIEW

The OWNER shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of ENGINEER.

F. PROMPT NOTICE

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of the ENGINEER or Contractors.

ARTICLE 7. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Neither the OWNER nor the ENGINEER shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

B. LIMITATION OF LIABILITY AND INDEMNITY

Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's



officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

To the fullest extent permitted by law, ENGINEER agrees to indemnify and hold harmless the OWNER from and against liabilities, damages and costs (including reasonable attorney's fees), but only to the extent caused by the negligent acts, errors or omissions of ENGINEER in the performance of services under this Agreement, as adjudicated through arbitration or in a court of competent jurisdiction.

C. TERMINATION

This Agreement may be terminated by either party upon 30 days' written notice.

In the event of termination, the ENGINEER shall be paid in full for all work previously authorized and performed up to the termination date, if termination is not caused by failure of the ENGINEER to perform.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

D. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the project for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the ENGINEER shall be made for all increases in cost of the ENGINEER's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

E. DISPUTE RESOLUTION

OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. OWNER and ENGINEER agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

If both parties fail to resolve a dispute through mediation, then the parties may exercise their rights at law.

F. ASSIGNMENT

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.



Use of subconsultants by the ENGINEER for technical or professional services shall not be considered an assignment of a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

G. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Judicial District in and for the City of Miles City, MT, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

ARTICLE 8. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

Documents including but not necessarily limited to drawings, specifications, computations and correspondence are instruments of service and shall remain the property of the ENGINEER.

The ENGINEER shall provide access to said documents relating to this AGREEMENT to the OWNER or authorized representative of the above during normal working hours.

B. RECORDS

The ENGINEER shall maintain project and financial records for this AGREEMENT for at least three years after final payment and closure of the TASK ORDER for which said records were generated.

C. REPRODUCIBLE COPIES

Reproducible copies of planning and design drawings and specifications shall be made available to the OWNER in Portable Document Format (PDF) upon request.

D. INSURANCE

At all times when any Task Order is under performance, ENGINEER and OWNER shall procure and maintain insurance as set forth in Exhibit C "Insurance".

ENGINEER shall cause OWNER to be listed as an additional insured on any applicable general liability insurance policy carried by ENGINEER which is applicable to a Specific Project.

OWNER shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect OWNER's and ENGINEER's interests in the Project. OWNER shall require Contractor to cause ENGINEER, its consultants, and subcontractors to be listed as additional insureds with respect to such liability insurance and other insurance purchased and maintained by Contractors for the Project. OWNER shall give ENGINEER access to any certificates of insurance and copies of endorsements and policies obtained by OWNER from Contractor.

OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates must be furnished prior to commencement of ENGINEER's services under any Task Order and at renewals thereafter during the life of the Agreement.



ARTICLE 9. ATTACHMENTS, SCHEDULES, AND SIGNATURES

A. EXHIBIT

Exhibit A, Task Order (Suggested Form)

Exhibit B, Amendment to Task Order

Exhibit C, Insurance

Appendix 1, Reimbursable Expenses Schedule

Appendix 2, Standard Hourly Rates Schedule

B. AGREEMENT DESCRIPTION

This Agreement and associated Task Orders, Exhibits, and Amendments constitute the entire Agreement between the OWNER and the ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written addendum.



This Main Agreement's Effective Date is _____.

OWNER:

(name of organization)

By: _____

(individual's signature)

By signing, I certify that I am authorized to bind the entity to a contract. I also understand that a corporate resolution may be requested as

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

ENGINEER:

Interstate Engineering, Inc.

(name of organization)

By: _____

(individual's signature)

Date: _____

09/04/2026

(date signed)

Name: _____

Brent Moore, AICP

(typed or printed)

Title: _____

Regional Vice President

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

Administrative Assistant

(typed or printed)

Address for giving notices:

Interstate Engineering, Inc.

PO Box 20953

Billings, MT 59104

Designated Representative:

Name: _____

Eric Ler, PE

(typed or printed)

Title: _____

Client Manager

(typed or printed)

Address: _____

Same as above.

Phone: _____

(406) 256-1920

Email: _____

Eric.Ler@interstateeng.com



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RESOLUTION NO. 4723

A RESOLUTION APPROVING A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH INTERSTATE ENGINEERING, INC., FOR THE PROVISION OF ENGINEERING SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

WHEREAS, the City of Miles City has the power to contract for engineering services without soliciting competitive bids, pursuant to MCA §7-5-4301;

AND WHEREAS, the City of Miles City wishes to contract with Interstate Engineering, Inc. for the provision of general engineering services to the City, as may be requested by the City from time to time, for a five (5) year period with the City of Miles City having the option to extend said period for an additional five (5) year period upon City Council approval;

AND WHEREAS, Interstate Engineering, Inc. has agreed to be available to the City of Miles City to provide general engineering services upon request of the City during said five (5) year period;

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

1. The “Short Form of Agreement between Owner and Engineer for Professional Services,” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22nd DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

City Clerk

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
CITY OF MILES CITY
for
5-YEAR GENERAL ENGINEERING SERVICES - 2026

For the consideration hereinafter set forth, ROBERT PECCIA & ASSOCIATES, INC. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to the CITY OF MILES CITY (hereinafter referred to as the Client) for a project generally described as follows (hereinafter the Project):

5-Year General Engineering Services – General engineering services and related services necessary for roads, bridges, trails, water, wastewater, storm sewer, solid waste, annexations, floodplain, subdivision reviews, site development, environmental reviews, miscellaneous public works and utilities projects and inspections, preliminary studies, funding applications, zoning, surveying, preliminary and final design, bidding, construction administration and inspection work.

ARTICLE 1 - SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Client’s Project. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement executed by both parties. Unless otherwise indicated in a Task Order, execution of a Task Order by the Client shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Task Order. The Engineer shall have no other obligations or responsibilities for the Project except as agreed to in writing.

ARTICLE 2 - BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Client shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be negotiated by the parties at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget expressly set forth in the Task Order. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the appropriate Task Order.

D. BASIS OF COSTS

The budgets listed in the Task Orders are based on salaries and expenses estimated for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the reasonable control of the Engineer, the parties will renegotiate the Engineer's compensation to provide for additional costs of service.

The Client recognizes that in the course of completing the services under this Agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and thus creating potential for claims and additional costs to the Engineer which are not covered in fees charged and earned for services provided. This category includes, but is not limited to the following:

1. Professional services relating to the disposal of hazardous wastes, or the encountering of hazardous wastes during the performance of design and construction of the project.
2. Unknown underground utilities or other man-made underground objects not properly located.
3. Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
4. Changes in statutes, codes, regulations or standards that occur during the course of design or the work.
5. Information provided by others which is not accurate or complete.
6. Physical or environmental conditions that may arise and differ materially from those existing at the beginning of the Project

Should any such condition occur during the performance of this Agreement, the Client hereby waives any claim against the Engineer and agrees to defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss allegedly arising from the Engineer encountering of said conditions other than claims or liability arising from the sole negligence or willful misconduct of the Engineer. The Client agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the Client, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the Client directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional

payment to be mutually negotiated at the time the Client directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse Engineer for its costs and compensate Engineer at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and other similar or related tasks.

ARTICLE 3 - PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered. Engineer may suspend performance of services upon ten (10) calendar days' notice to the Client for failure of payments when due, or for any other breach of this Agreement. Engineer shall not have any liability whatsoever to the Client for any costs or damages as a result of such suspension. If Engineer resumes services after payment by Client, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Engineer to resume performance. If an invoice remains unpaid for more than 90 days, Engineer shall have the right, but not the obligation, to initiate collection procedures.

B. NO OFFSET

The Client shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Engineer agrees in writing, or has been found liable for the amounts in a binding dispute resolution proceeding.

C. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. If the Engineer has to retain an attorney to assist in recovering amounts due under this Agreement, Engineer also shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 4 - OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the Client directs them to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

The Client may retain a geotechnical engineer to provide detailed recommendations based on the characteristics of the soils at the location of the Project. The Engineer does not have the knowledge, or training regarding soils issues that a geotechnical engineer will have, and as a result the Engineer may not identify all potential soils issues, or risks associated with soils issues. The Engineer cannot and does not make any guarantees, representations, promises, or expressions of opinion regarding the soils at the Project site or the possible impacts those soils will have on the Project.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the Engineer as part of services during construction are made for the purpose of determining whether, in general, work appears to be proceeding in a manner that indicates that the Project, when completed, will conform to the design intent. Engineer will not make detailed or exhaustive investigations of Contractor's work. Engineering visits and observations shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the Engineer are not to be construed as part of the observation duties of the on-site representative personnel defined herein, nor is the Engineer in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The Engineer shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except Engineer's own employees and agents.

D. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

Engineer shall be responsible only for those construction phase services expressly required of Engineer in a subsequent Task Order. With the exception of such expressly required services, Engineer shall have no obligation to provide design, shop drawing or submittal review, or other obligations during construction and Client assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing change orders, revisions to the Contract Documents during construction, construction insurance and surety bonding interpretation and enforcement, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. The Engineer will not be able to sign any certifications required by state or federal agencies, or funding agencies, unless the Engineer

is closely involved in those aspects during construction. Client waives all claims against the Engineer that may be connected in any way to construction phase engineering and professional services except for those services that are expressly required of Engineer in a subsequent Task Order.

E. SELECTION OF ON-SITE REPRESENTATIVE

The Client reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel (if an on-site representative is included in the Scope of Services set forth in a subsequent Task Order). The Client may request to interview the Engineer's on-site representative personnel prior to giving final approval.

F. ON-SITE REPRESENTATIVE

If on-site representation is included in the Scope of Services set forth in a subsequent Task Order, the Engineer's on-site representative personnel will make reasonable efforts to assist in determining whether the work of the Contractor(s) fulfills the provisions of the Contract Documents. Their day-to-day presence and observations will not, however, cause the Engineer to be responsible for those duties and responsibilities that belong to the Client and/or Construction Contractor(s) or other parties and which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the Engineer responsible for inspecting, noting, observing, or reporting on safety deficiencies of the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except Engineer's own employees and agents.

G. ON-SITE RESPONSIBILITIES

If on-site representation is included in the Scope of Services set forth in a subsequent Task Order, the Engineer shall act as the Client's representative for all matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

H. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.

I. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the Engineer to the Client for periodic construction progress payments to the Contractor are based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

J. STANDARD OF CARE

The standard of care ("Standard of Care") for all services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality on the same or similar projects. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ENGINEER'S SERVICES.

K. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

L. NO AUTHORITY OVER WORKSITE ACTIVITIES OR OTHER CONTRACTORS

Engineer shall not have any duty or authority to direct, supervise, oversee or control (i) any activities at the worksite, or (ii) any contractors of Client or their work. Engineer is not responsible for the means, methods, techniques, procedures or sequences of the Contractor or any subcontractor. The Contractor and subcontractors are solely and exclusively responsible for performing their work in accordance with the plans and specifications. Engineer's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. Engineer shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend Engineer against any claims arising out of such failures. Neither the professional activities of Engineer, nor the

presence of Engineer at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the Contract Documents and to comply with any health or safety precautions required by any regulatory agencies. Engineer does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the Client shall require the Contractor and all subcontractors to defend, indemnify, and hold harmless the Engineer from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the Engineer.

M. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Client's consent information provided by Client or developed by Engineer in the course of its services that is designated by Client in writing as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public; if such disclosure is ordered by a court of competent jurisdiction, or if the information designated as confidential becomes publicly known through no fault of the Engineer. Engineer shall notify Client of any such disclosure.

N. CONTRACTOR'S PAYROLLS AND BASIC RECORDS

During construction the Contractor will be required to submit copies of their payroll and basic records to both the Engineer and Client for archive purposes only. In addition, the Contractor will be required to submit a certification signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Montana Department of Labor and Industry, and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. Because the Engineer has no formal training in contractor labor laws or in the interpretation of payroll reports, the Engineer will rely on the Contractor's certification that the employees are being classified and paid appropriately. If the Client wishes to monitor the Contractor's payroll records they shall do so on their own or shall employ an independent consultant trained in these matters.

O. CONTRACTOR'S INSURANCE AND BONDS

Engineer shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

P. SIGNING DOCUMENTS

Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot personally ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing such documents.

Q. SUBMITTAL REVIEW

If the Scope of Services in a subsequent Task Order includes review of submittals, the Engineer shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

R. ACCESSIBILITY ACTS

The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The Engineer will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

ARTICLE 5 - OBLIGATIONS OF THE CLIENT

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. CLIENT'S REPRESENTATIVE

Designate a person to act as Client's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.

D. CLIENT-FURNISHED DATA

Provide to the Engineer all technical data in the Client's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Client's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Client requires to be included. Engineer may rely upon the accuracy, timeliness, and completeness of the information provided by the Client in performing Engineer's services to the Client.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Client.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Client shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6 - GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

Indemnification by Engineer:

The Engineer shall indemnify and hold harmless the Client and its officers, directors and employees against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Engineer, its agents and/or employees.

Indemnification by Client:

The Client shall indemnify and hold harmless the Engineer and its employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of a person or loss or damage to property but only to the extent such personal injury, death, loss, destruction or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Client, its agents and/or employees.

C. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Client, and anyone claiming by or through the Client, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that the total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the Engineer's total compensation under this Agreement. The Client further agrees that the officers, principals, directors and employees of the Engineer and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the Client shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the Client and their assignees, any assignee of the Client, and any invitee of the Client. The parties agree that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate. The Client acknowledges that it could obtain a higher liability limit from the Engineer in return for increasing the Engineer's fee but has elected not to do so.

D. LEVEL OF ENGINEERING EFFORT

The Client and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Client and Engineer further recognize that it is cost-prohibitive to the Client to expect or require an absence of construction Contract Change Orders

because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders. The Contractor may require additional information from the Engineer to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the construction cost, and that an increase in the construction cost does not automatically mean that the Engineer has breached the Standard of Care.

E. TERMINATION

This Agreement may be terminated by the Client for its convenience by giving 30-days written notice to the Engineer.

This Agreement may be terminated by either party upon 30-days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped by conditions beyond the control of the Client. Failure to perform includes failure of the Client to promptly pay the Engineer in conformance with Article 3.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date, plus termination expenses if termination is not caused by failure of the Engineer to perform in accordance with this Agreement.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

F. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Client may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Client or for reasons beyond the control of the Client or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

G. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. VENUE

In the event of litigation or arbitration concerning this Agreement, venue shall be in the Sixteenth Judicial District in and for the County of Custer, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

I. WAIVER OF CONSEQUENTIAL DAMAGES

Client agrees to waive all claims against Engineer or Engineer's officers, directors, employees, agents, subcontractors and consultants for special, indirect, incidental or consequential losses or damages of any kind or nature whatsoever, including but not limited to commercial loss, loss of use, or lost, delayed or diminished profits, revenues or opportunities, even if Engineer has been advised of the possibility of such damages. This waiver shall apply to any such damages based upon any cause of action whatsoever, including but not limited to breach of warranty, guaranty or contract, product liability, negligence, breach of contract, strict liability or indemnity.

J. HAZARDOUS ENVIRONMENTAL CONDITION

Client represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist. Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location.

If a Hazardous Environmental Condition is encountered or alleged, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the work, the Engineer shall have the obligation to notify Client and, to the extent of applicable laws and regulations, appropriate government officials.

It is acknowledged by both parties that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition. In the event the Engineer or any other party encounters a Hazardous Environmental Condition, the Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against the Engineer or the Client. The Engineer's services under this Agreement are being performed solely for the benefit of the client, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of any services under this Agreement. No other party or entity is intended to benefit from this Agreement.

L. EMPLOYMENT PRACTICES – EQUAL EMPLOYMENT OPPORTUNITY

To provide equal employment and advancement opportunities for all individuals, the Engineer will base employment decisions on merit, qualifications, and abilities. The Engineer is an equal opportunity employer and will not discriminate in employment opportunities or practices on the basis of sex, age, religion, creed, race, color, marital status, physical or mental disability, national origin, pregnancy, veteran or military status, sexual orientation, or any other characteristics protected by law, unless the reasonable demands of the job require a distinction to be made. This applies to all areas of employment including hiring, training, salary administration, promotion, job assignment, discipline, layoffs, and termination.

M. WAIVER OF SUBROGATION

To the extent damages are covered by property insurance or other insurance applicable to the work at the Project site, the Client and Engineer waive all rights against each other and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

N. NO ASSIGNMENT

During the term of this Agreement and following its expiration or termination for any reason, neither Client nor the Engineer shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party. The sole exception to this provision is that the Client may assign this Agreement to a lender providing financing for the Project so long as the lender agrees to assume the Client's rights and obligations under this Agreement, including any payments due to the Engineer by the Client prior to the assignment.

ARTICLE 7 - GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Client, or authorized representative of the above.

B. REUSE OF DOCUMENTS

All documents including Drawings and Specifications provided or furnished by Engineer (or Engineer's Consultants) pursuant to this Agreement are Instruments of Service in respect of the Project, and Engineer and Engineer's Consultants, as appropriate, shall retain all ownership and property interest, including all copyrights and intellectual property rights, in the Instruments of Service (including the right of reuse by and at the discretion of Engineer and Engineer's Consultants, as appropriate) whether or not the Project is completed. Provided the Client fully performs its obligations under this Agreement, including timely payment of all sums due, the Engineer grants to the Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing and maintaining the Project. The Client may make

and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by Engineer and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's Consultants, and Client shall defend, indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Client and Engineer.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer may furnish to the Client, upon request, drawings in electronic media (disk) format. Client is aware that differences may exist between the electronic files delivered and any printed hard-copy documents signed and sealed by the Engineer. In the event of a conflict between any signed hard-copy documents by Engineer and electronic files, the signed or sealed hard-copy documents shall govern. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by the Engineer to the Client, are only for the convenience of the Client and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Client.

Engineer makes no representation as to the compatibility of electronic files with any hardware, software or system used by the Client or any other party. The Client assumes all risk and cost associated with the use of these files on the Client's system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

D. DISPUTE RESOLUTION

Client and Engineer agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion the parties will then submit any and all unsettled

claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Client and Engineer. Client and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days of the event causing the dispute. If such mediation is unsuccessful in resolving the dispute, then (i) the parties may mutually agree to a dispute resolution of their choice, such as arbitration, or (ii) either party may seek to have the dispute resolved by a court of competent jurisdiction.

E. NON-DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS (MCA 30-20-301)

Engineer does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

ARTICLE 8 - DESCRIPTION AND SIGNATURES

A. AGREEMENT DESCRIPTION

This Agreement (consisting of pages 1 to 16, inclusive) constitutes the entire Agreement between the Client and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written Contract Amendment executed by both parties.

DATED this ____ day of _____, 2026.

CITY OF MILES CITY

By:_____

Mayor Chris Grenz

ROBERT PECCIA & ASSOCIATES, INC.

By: _____

Craig Jenneskens, P.E., President

RESOLUTION NO. 4724

A RESOLUTION APPROVING A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH ROBERT PECCIA & ASSOCIATES, FOR THE PROVISION OF ENGINEERING SERVICES TO THE CITY OF MILES CITY FOR A 5-YEAR PERIOD.

WHEREAS, the City of Miles City has the power to contract for engineering services without soliciting competitive bids, pursuant to MCA §7-5-4301;

AND WHEREAS, the City of Miles City wishes to contract with Robert Peccia & Associates for the provision of general engineering services to the City, as may be requested by the City from time to time, for a five (5) year period with the City of Miles City having the option to extend said period for an additional five (5) year period upon City Council approval;

AND WHEREAS, Robert Peccia & Associates has agreed to be available to the City of Miles City to provide general engineering services upon request of the City during said five (5) year period;

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

1. The “Short Form of Agreement between Owner and Engineer for Professional Services,” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22nd DAY OF SEPTEMBER, 2026.

Chris A. Grenz, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 4725

A RESOLUTION GRANTING A REVOCABLE LICENSE TO MICAH KIRKPATRICK FOR A FENCE ENCROACHMENT UPON CITY OF MILES CITY RIGHT OF WAY FOR BATCHELOR STREET FOR THE BENEFIT OF LOTS 19 & 20 IN BLOCK 5 OF THE LEIGHTON AND GARLOCKS ADDITION TO THE CITY OF MILES CITY, COMMONLY KNOWN AS 2118 BATCHELOR STREET.

WHEREAS, Micah Kirkpatrick has made application for an encroachment upon the right of way of Batchelor Street adjacent to the following described real property located in Miles City, Custer County, Montana owned by Micah Kirkpatrick:

Lots 19 & 20 in Block 5 of the Leighton and Garlocks Addition to the City of Miles City, Custer County, Montana according to the plat and survey thereof on file in the office of the Clerk and Recorder of Custer County, Montana, commonly known as 2118 Batchelor Street.

AND WHEREAS, such encroachment consists of a chain link fence to be constructed approximately four (4) feet behind the curb of Batchelor Street, within the City street right of way;

AND WHEREAS, the City Council finds that the granting of a revocable license for such encroachment, pursuant to certain terms and conditions, is advisable.

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

It does hereby authorize and grant to Micah Kirkpatrick a revocable license to erect and maintain a fence, compliant with all City regulations and to be inspected by the City Building Inspector, at 2118 Batchelor Street, as more particularly described above, that encroaches upon the City of Miles City right of way, subject to the following terms and conditions:

1. The fence shall be placed approximately four (4) feet from the back of the existing curb on Batchelor Street adjacent the subject property;
2. The final location and height of the fence are subject to the review and final approval of the Building Inspector of the City of Miles City;
3. The licensee shall maintain the fence in good and sightly condition at all times;
4. All construction and maintenance of the fence shall be at licensee's expense;
5. This license shall terminate and licensee shall, at licensee's expense, completely remove the fence from the City of Miles City right of way and restore the location of the fence to compacted, level grade, upon ninety (90) days advanced written notice to licensee by the City of Miles City
6. This license shall be recorded with the Clerk and Recorder for Custer County, Montana, and shall run with the above-described real property, subject to the terms, conditions and right to terminate provided herein, and licensee shall pay to the City Clerk the recording cost of \$30.00.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 22ND DAY OF SEPTEMBER, 2026.**

Chris Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, DECLARING ITS INTENTION TO ANNEX CERTAIN CONTIGUOUS PLATTED LAND INTO THE CITY OF MILES CITY PURSUANT TO TITLE 7, CHAPTER 2, PART 43, MONTANA CODE ANNOTATED, TO-WIT: ALL LOTS IN THE STEEL MINOR SUBDIVISION AND ALL LOTS IN THE KATL MINOR SUBDIVISION NOT CURRENTLY WITHIN THE CORPORATE BOUNDARIES OF THE CITY

WHEREAS, the City of Miles City, Montana (the “City”), is a duly incorporated municipality organized and existing under the laws of the State of Montana; and

WHEREAS, Title 7, Chapter 2, Part 43, Montana Code Annotated (“MCA”), provides a procedure by which a city or town may extend its corporate boundaries to include contiguous platted or unplatted land; and

WHEREAS, §7-2-4311, MCA provides that platted land, or unplatted land for which a certificate of survey has been filed, may be embraced within the corporate limits of a city or town when the land is contiguous to the incorporated city or town; and

WHEREAS, the City Council has considered the proposed annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Annexation Areas”); and

WHEREAS, the Annexation Areas are contiguous to the existing corporate limits of the City of Miles City within the meaning of §7-2-4301, MCA; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City of Miles City and the inhabitants of the Annexation Areas that the boundaries of the City be extended to include the Annexation Areas within the corporate limits of the City; and

WHEREAS, the City Council desires to initiate the annexation proceedings authorized by §7-2-4311 through §7-2-4314, MCA; and

WHEREAS, the City Council recognizes that the adoption of this Resolution constitutes a resolution of intent and does not, by itself, complete the annexation of the Annexation Areas; and

WHEREAS, the Annexation Areas include the full width of public streets and roads, including rights-of-way, to the extent required by §7-2-4211, MCA; and

WHEREAS, the land within the Annexation Areas is not a part of any incorporated city or town, and the land is not used for industrial, railroad, or manufacturing purposes; and

WHEREAS, upon annexation of the Annexation Areas into the City, the City Council intends to establish interim zoning regulations for the Annexation Areas while the City considers and studies permanent zoning regulations applicable to the Annexation Areas; and

WHEREAS, the City Council intends to consider and adopt, at the same meeting at which the City Council considers final annexation of the Annexation Areas, a separate ordinance establishing interim zoning for the Annexation Areas pursuant to applicable provisions of §76-2-306, MCA; and

WHEREAS, the interim zoning ordinance is intended to establish appropriate interim zoning classifications for the Annexation Areas, including, as applicable to particular portions of the Annexation Areas, the City's Highway Commercial (HWC) District and/or General Commercial (GC) District, pending consideration and adoption of permanent zoning regulations for the Annexation Areas; and

WHEREAS, pursuant to §7-2-4305 and §7-2-4732, MCA, services to the area proposed for annexation must be provided in accordance with a plan for the extension of services; and the City has adopted a general Plan for Annexation and Extension of Services by Resolution No. 3872, which establishes the City's general policies for the provision and extension of municipal services to annexed areas; and the City intends to adopt, by final resolution of annexation, an annexation-specific plan for the provision and extension of services to the Annexation Areas; and

WHEREAS, the Annexation Areas contain 13 recorded parcels, which is fewer than 300 recorded parcels, so pursuant to §7-2-4314(1)(d), MCA, the City Council, after considering all written communication, may adopt a resolution approving the annexation without an election and the boundaries of the City must be extended to include the platted tracts or parcels of land or unplatted land for which a certificate of survey has been filed; however, the City Council may not annex the area containing fewer than 300 recorded parcels if the resolution is disapproved in writing by a majority of real property owners of the area proposed to be annexed; and

WHEREAS, certain owners of properties within the Annexation Areas, including predecessors in interest to certain current owners, have executed "WAIVER OF PROTEST AND CONSENT TO ANNEXATION" documents that, based upon the City's review, remain applicable to the subject properties and binding upon their successors and assigns; said documents are attached hereto as Exhibit C; and

WHEREAS, based on the above documents, a majority of real property owners and/or past owners of real property owners in the Annexation Areas have signed "WAIVER OF PROTEST AND CONSENT TO ANNEXATION" documents and the City understands and intends to treat such waivers as effective and binding for purposes of determining valid written disapprovals under §7-2-4314, MCA, subject to the City's final determination at the time of consideration of the proposed annexation; and

WHEREAS, the City Council will determine at the time of consideration of the proposed annexation which written communications, waivers, and disapprovals are legally effective and must be considered for purposes of §7-2-4314, MCA; and

WHEREAS, the following is a list of tracts, real property owners in the Annexation Areas that have signed “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” applicable to the tracts, with reference to the applicable documents:

(1) AREA #1, “STEEL MINOR SUBDIVISION”:

- (a) Lot 1; owner of record JM PROPERTIES, LLC: Document No. 162594.
- (b) Lot 2; owners of record BEAVERHEAD LODGING GROUP LLC and MILES CITY OASIS LLC: no known “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” documents; owners may protest.
- (c) Lot 3; owner of record MONTANA-DAKOTA UTILITIES CO.: unrecorded, executed, and notarized “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” document dated August 31, 2026.
- (d) Lot 4; owner of record MONTANA-DAKOTA UTILITIES CO.: unrecorded, executed, and notarized “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” document dated August 31, 2026.
- (e) Lot 5; owner of record MONTANA-DAKOTA UTILITIES CO.: unrecorded, executed, and notarized “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” document dated August 31, 2026.

(2) AREA #2, remaining lots in the KATL Minor Subdivision not currently within the corporate boundaries of the City of Miles City:

- (a) Tract 2D of the Amended Plat KATL Minor Subdivision Tract 2; owner of record: Notbohm Motors Real Estate, LLC: Document No. 147577; applies to Tract 2E and the portions of Tract 2D easterly of the City limits.
- (b) Tract 2E of the Amended Plat KATL Minor Subdivision Tract 2; owner of record: Notbohm Motors Real Estate, LLC: Document No. 147577; applies to Tract 2E and the portions of Tract 2D easterly of the City limits.
- (c) Tract 2B-1 of the Amended Plat KATL Minor Subdivision Tracts 2B & 2C; owner of record BEAN PROPERTIES, LLC: no known “WAIVER OF PROTEST AND CONSENT TO ANNEXATION” documents; owners may protest.
- (d) Tract 2A Amended of the Amended Plat of KATL Minor Subdivision; owner of record Bean Properties, LLC: Document No. 138044; applies to Tract 2A, which later became Tract 2A Amended, taking in part of Tract 1C, which was also part of the same no-protest document. Also, Document No. 173581; applies to Tract 2A Amended specifically.
- (e) Tract 1A-1 of the Amended Plat of Tract 1A Amended & Tract 1B, KATL Minor

Subdivision; owner of record RENOVA PROPERTIES LLC: Document No. 138044; applies to all of Tract 1, which later became Tract 1A-1 and other tracts.

- (f) Tract 1C Amended of the Amended Plat of KATL Minor Subdivision; owner of record Notbohm Motors Real Estate, LLC: Document No. 138044; applies to all of Tract 1, which later became Tract 1C Amended and other tracts.
- (g) Tract 1B-1 of the Amended Plat of Tract 1A Amended & Tract 1B, KATL Minor Subdivision; owner of record Notbohm Motors Real Estate, LLC: Document No. 138044; applies to all of Tract 1, which later became Tract 1B-1 and other tracts.
- (h) Tract 1D of the Amended Plat KATL Minor Subdivision Tract 1; owner of record: Notbohm Motors Real Estate, LLC: Document No. 138044; applies to all of Tract 1, which later became Tract 1D and other tracts.

WHEREAS, following adoption of this Resolution, the City Clerk is required by §7-2-4312, MCA to provide written notice to all registered voters residing in the territory proposed to be annexed and to publish notice as required by law; and

WHEREAS, pursuant to §7-2-4313, MCA, the notice shall provide that written comments approving or disapproving the proposed extension of the City's boundaries may be submitted by registered voters residing in the proposed annexation area for a period of twenty (20) days after the first publication of the notice; and

WHEREAS, the City Council intends to proceed with the annexation in accordance with all applicable provisions of Montana law, including the applicable requirements concerning notice, public consideration of written comments, and filing of the resulting annexation documents.

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

Section 1. Declaration of Intent.

The City Council hereby declares its intention to extend the corporate boundaries of the City of Miles City to include within the corporate limits the contiguous territory described in **Exhibit A** and depicted on the map attached as **Exhibit B**.

Section 2. Finding of Best Interest.

The City Council finds and determines that, in its judgment, it is in the best interest of the City of Miles City and the inhabitants of the Annexation Areas that the boundaries of the City be extended to include the Annexation Areas within the corporate limits of the City, pursuant to §7-2-4312, MCA.

Section 3. Descriptions of Annexation Areas.

The territory proposed for annexation consists of the properties according to the legal descriptions attached hereto as Exhibit A and as depicted by the map attached in Exhibit B. The legal

descriptions set forth in Exhibit A shall control over any depiction of the property boundaries shown on the map in Exhibit B.

Section 4. Contiguity.

The City Council finds that the Annexation Areas are contiguous to the existing corporate limits of the City of Miles City as required by §7-2-4301 and §7-2-4311, MCA.

Section 5. Notice.

The City Clerk is hereby directed, immediately following adoption of this Resolution of Intent, to:

1. Provide written notice to all registered voters residing in the territory proposed to be annexed, as required by §7-2-4312(1) MCA; and
2. Cause notice of the adoption of this Resolution of Intent and the proposed annexation to be published as required by §7-2-4312(2), § 7-2-4313, and §7-1-4127, MCA.

The notice shall state that this Resolution has been passed and shall advise registered voters residing in the proposed annexation area of their right to submit written comments approving or disapproving the proposed extension of the City's boundaries during the twenty (20) days following the first publication of the notice.

The City Clerk shall also provide courtesy notices by mail to the current landowners per the Montana Cadastral Program as of the week of the notices.

Section 6. Consideration of Written Comments.

Following expiration of the twenty (20) days period established by §7-2-4313, MCA, the City Clerk shall forward all written communications received concerning the proposed annexation to the City Council for consideration at the next regular meeting of the City Council, as provided by §7-2-4314 MCA.

Section 7. Further Proceedings.

Following consideration of the written communications received during the statutory comment period, the City Council may determine whether the proposed annexation may be approved pursuant to §7-2-4314, MCA, and may thereafter adopt a resolution approving the annexation, subject to the requirements of applicable law.

Nothing in this Resolution shall be construed as constituting final annexation of the Annexation Areas.

Section 8. Interim Zoning.

The City Council intends to consider and adopt, at the same meeting as consideration of the final annexation of the Annexation Areas, a separate ordinance establishing interim zoning for the Annexation Areas pursuant to applicable provisions of Title 76, Chapter 2, MCA, including § 76-2-306, MCA.

The interim zoning ordinance will establish the applicable interim zoning classification or classifications for the Annexation Areas, which may include the City's Highway Commercial

(HWC) District and/or General Commercial (GC) District, as designated by the City Council in the interim zoning ordinance.

The adoption of the interim zoning ordinance shall constitute a separate legislative action from the annexation of the Annexation Areas. The interim zoning shall not constitute final or permanent zoning of the Annexation Areas and shall not limit the City Council's authority to consider, adopt, amend, or otherwise establish permanent zoning regulations applicable to the Annexation Areas in accordance with Montana law and applicable City ordinances.

Section 9. City Clerk Authorized to Take Necessary Actions.

The City Clerk, in consultation with the City Attorney and other appropriate City officials, is authorized and directed to take all actions reasonably necessary to provide the notices and otherwise implement this Resolution in compliance with Title 7, Chapter 2, Part 43, MCA, and other applicable law.

Section 10. Effective Date.

This Resolution shall take effect immediately upon its passage and adoption.

**SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 22ND DAY OF SEPTEMBER, 2026.**

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS OF PROPERTIES PROPOSED FOR ANNEXATION / ANNEXATION AREAS

(3) **AREA #1, all in Section 2 of Township 7 North, Range 47 East, P.M.M., in Custer County, Montana:** All lots on the recorded plat of “STEEL MINOR SUBDIVISION”, a subdivision plat filed for record the 14th day of September, 1999 as Document No. 12609, in Envelope No. 355B in the plat cabinet, records of the Clerk & Recorder’s Office of Custer County, Montana, to wit:

- (f) Lot 1 of STEEL MINOR SUBDIVISION, containing 1.430 acres, less 0.24 acre highway right-of-way; owner of record JM PROPERTIES, LLC; Geocode: 14-1640-02-2-02-03-0000; Assessment Code: 000RMS4740; Property Address: 3105 Steel Street, Miles City, MT.
- (g) Lot 2 of STEEL MINOR SUBDIVISION, containing 1.685 acres; owners of record BEAVERHEAD LODGING GROUP LLC and MILES CITY OASIS LLC; Geocode: 14-1640-02-2-02-09-0000; Assessment Code: 000RMS4739; Property Address: 3111 Steel Street, Miles City, MT.
- (h) Lot 3 of STEEL MINOR SUBDIVISION, containing 1.381 acres; owner of record MONTANA-DAKOTA UTILITIES CO.; Geocode: 14-1640-02-2-02-04-0000; Assessment Code: 000RSD4972; Property Address: not yet assigned.
- (i) Lot 4 of STEEL MINOR SUBDIVISION, containing 3.631 acres, less 0.21 acre highway right-of-way; owner of record MONTANA-DAKOTA UTILITIES CO.; Geocode: 14-1640-02-2-02-06-0000; Assessment Code: 000RSD4972; Property Address: not yet assigned.
- (j) Lot 5 of STEEL MINOR SUBDIVISION, containing 5.808 acres; owner of record MONTANA-DAKOTA UTILITIES CO.; Geocode: 14-1640-02-2-02-07-0000; Assessment Code: 000RSD4972; Property Address: not yet assigned.

Said area of STEEL MINOR SUBDIVISION, comprising AREA #1 above, containing 13.485 acres, more or less.

(4) **AREA #2, all in Section 35 of Township 8 North, Range 47 East, P.M.M., in Custer County, Montana:** All remaining lots in the KATL Minor Subdivision not currently within the corporate boundaries of the City of Miles City, said lots being the following lots on the following amended plats of “KATL MINOR SUBDIVISION”, to wit:

- (i) Those portions of the following tract currently outside of the corporate boundaries of the City: Tract 2D of the Amended Plat KATL Minor Subdivision Tract 2, being an amended subdivision plat filed for record the 26th day of January, 2006 as Document

- No. 134171 in Envelope No. 451B in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 0.213 acre; owner of record: Notbohm Motors Real Estate, LLC; Geocode: 14-1740-35-3-12-12-0000; Assessment Code: 000RSD4964; Property Address: not yet assigned;
- (j) Tract 2E of the Amended Plat KATL Minor Subdivision Tract 2, being an amended subdivision plat filed for record the 26th day of January, 2006 as Document No. 134171 in Envelope No. 451B in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 1.441 acres; owner of record: Notbohm Motors Real Estate, LLC; Geocode: 14-1740-35-3-12-13-0000; Assessment Code: 000RSD4964; Property Address: 820 S. Haynes Ave., Miles City, MT;
 - (k) Tract 2B-1 of the Amended Plat KATL Minor Subdivision Tracts 2B & 2C, being an amended subdivision plat filed for record the 26th day of January, 2021 as Document No. 149875, in Envelope No. 492B in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 1.000 acre; owner of record BEAN PROPERTIES, LLC; Geocode: 14-1740-35-3-12-07-0000; Assessment Code: 000RMS3618; Property Address: not yet assigned;
 - (l) Tract 2A Amended of the Amended Plat of KATL Minor Subdivision, being an amended subdivision plat filed for record the 26th day of April, 2019 as Document No. 172244, in Envelope No. 573A in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 2.200 acres; owner of record Bean Properties, LLC; Geocode: 14-1740-35-3-12-01-0000; Assessment Code: 000RFC0203; Property Address: 3200 Comstock Street, Miles City, MT;
 - (m) Tract 1A-1 of the Amended Plat of Tract 1A Amended & Tract 1B, KATL Minor Subdivision, being an amended subdivision plat filed for record the 26th day of January, 2021 at Document No. 176491, in Envelope No. 587A in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 1.000 acre; owner of record RENOVA PROPERTIES LLC; Geocode: 14-1740-35-3-12-02-0000; Assessment Code: 000RFC2227; Property Address: 3204 Comstock Street, Miles City, MT;
 - (n) Tract 1C Amended of the Amended Plat of KATL Minor Subdivision, being an amended subdivision plat filed for record the 26th day of April, 2019 as Document No. 172244, in Envelope No. 573A in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 1.696 acres; owner of record Notbohm Motors Real Estate, LLC; Geocode: 14-1740-35-3-12-04-0000; Assessment Code: 000RFC2230; Property Address: not yet assigned;
 - (o) Tract 1B-1 of the Amended Plat of Tract 1A Amended & Tract 1B, KATL Minor Subdivision, being an amended subdivision plat filed for record the 26th day of January, 2021 as Document No. 176491, in Envelope No. 587A in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 3.275 acres; owner of record Notbohm Motors Real Estate, LLC; Geocode: 14-1740-35-3-12-03-

0000; Assessment Code: 000RFC2228; Property Address: 3214 Comstock Street, Miles City, MT;

- (p) Tract 1D of the Amended Plat KATL Minor Subdivision Tract 1, being an amended subdivision plat filed for record the 31st day of January, 2005 as Document No. 131039, in Envelope No. 438B in the plat cabinet, records of the Clerk & Recorder's Office of Custer County, Montana, containing 1.99 acres; owner of record: Notbohm Motors Real Estate, LLC; Geocode: 14-1740-35-3-12-05-0000; Assessment Code: 000RFC2229; Property Address: not yet assigned;

Said area of KATL MINOR SUBDIVISION, comprising AREA #2 above, containing 15.92 acres, more or less.

Said combined Annexation Areas of STEEL MINOR SUBDIVISION and KATL MINOR SUBDIVISION, comprising AREA #1 and AREA #2 above, containing 29.405 acres, more or less.

EXHIBIT B

MAP OF PROPOSED ANNEXATION AREAS

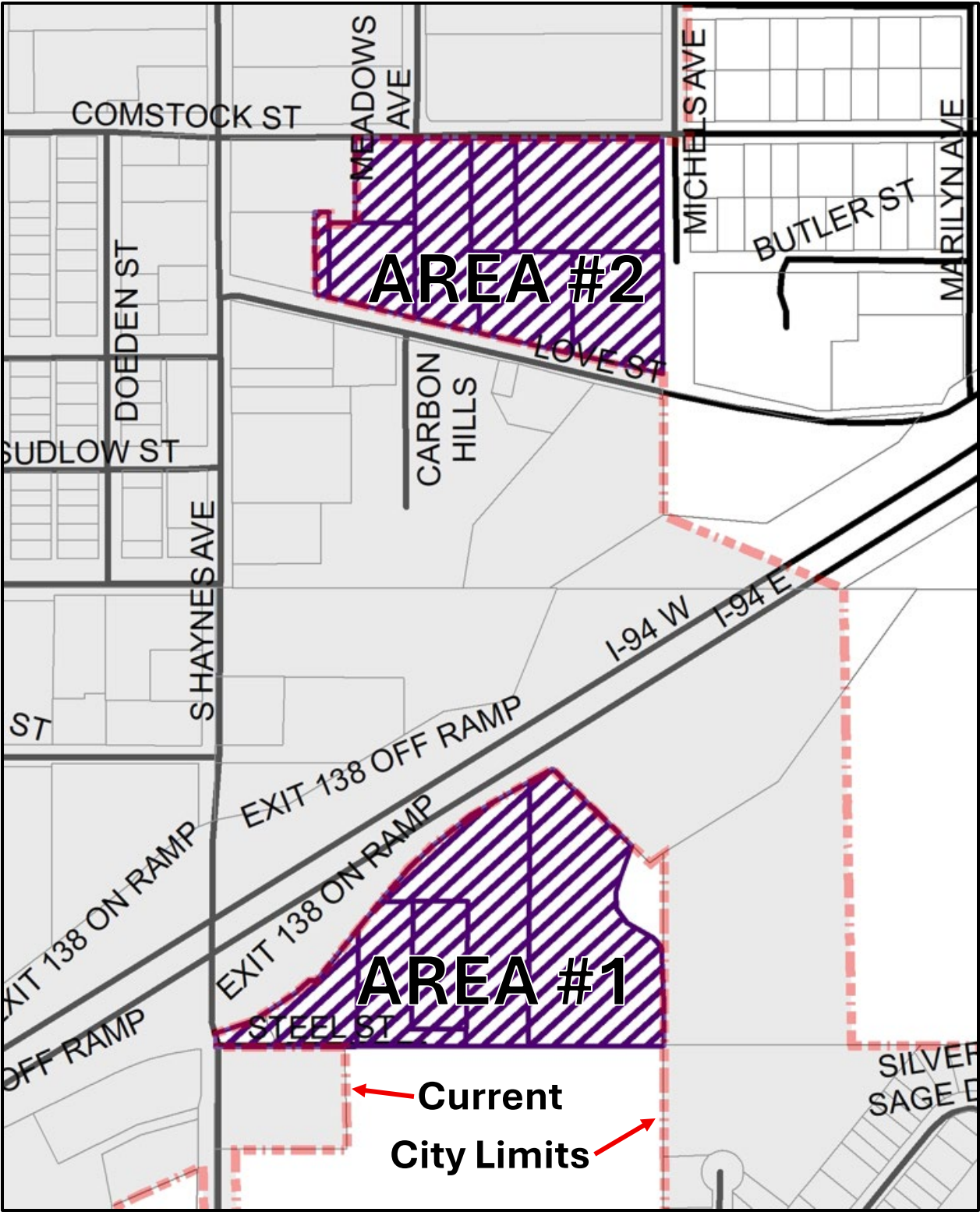


Exhibit C - Page1

Section 6, Item D.

138044 Fee: \$21.00

Custer County Recorded 4/20/2007 At 1:39 PM

Marie Wehri, Clk & Rcdr By *Lila Cabell Deputy*

Return to: City Clerk P.O. Box 910

Miles City MT 59301

Return to:

City Clerk

P.O. Box 910

Miles City, Montana 59301

WAIVER OF PROTEST AND CONSENT TO ANNEXATION

Jack A. Deibel

Of HC 87, Box 40, Volborg, MT 59351-9701

(hereinafter "*Owner*", whether one or more) is the record owner of certain real property outside the City limits of the City of Miles City, Montana, more particularly described as follows:

Township 8 North, Range 47 East, M.P.M. Section 35:

Tract No. 2A of the KATL Minor Subdivision, being a tract of land located in the SWSW, according to the AMENDED plat and survey said KATL Minor Subdivision Tract No. 2.

And

Tracts 1A, 1B, 1C, and 1D, all located with Tract No. 1 of the KATL Minor Subdivision, Being a tract of land located in the SW1/4SW1/4, according to the Amended Plat and Survey of said KATL Minor Subdivision Tract 1

Owner desires to utilize the above described real property for commercial purposes.

Owner has requested that the City of Miles City, Montana, a Montana municipal corporation, (hereinafter "*the City*") provide municipal 0 water 0 sewer service to the above real property.

Pursuant to §7-13-4314 MCA, the City requires as a condition precedent to initiate and continue such requested utility service, that Owner consent to annexation of the above real property to the City of Miles City, and that Owner waive protest of any future annexation of such property by the City of Miles City.

Accordingly,

IT IS HEREBY AGREED between the City and Owner as follows:

1. The City agrees to initiate water and sewer service to the above real property. Such utility service may be provided through the City's contract with the Custer County Water and Sewer District.

2. Owner hereby consents to annexation of the above real property to the City of Miles City, Montana and Owner waives protest of any future annexation of such real property by the

CONSENT TO ANNEXATION AND WAIVER OF PROTEST, PAGE 1 OF 3

City of Miles City.

3. Owner's consent and waiver herein constitutes a covenant running with the land and is binding upon the Owner and the heirs, personal representatives, successors and assigns of the Owner.

4. If Owner's are not the record owner of the above real property or this consent and waiver is otherwise invalid, the City reserves the right to discontinue the utility service to this property.

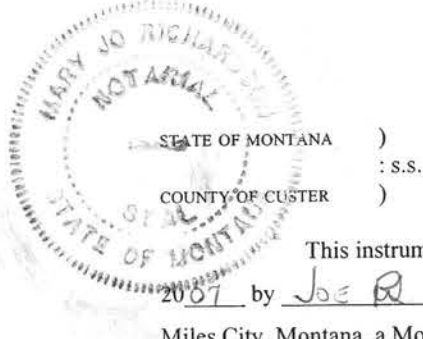
DATED this 19 day of APRIL, 2007.

OWNER:

By: Jack A. Deibel
Title:

CITY OF MILES CITY

By: Joe R. Whalen
Mayor



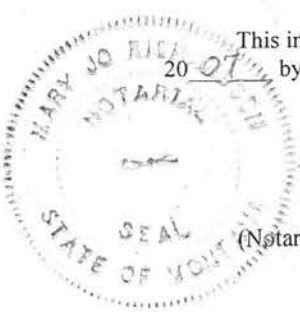
This instrument was acknowledged before me on the 19th day of APRIL, 2007, by Joe R. Whalen, in the capacity of Mayor of the City of Miles City, Montana, a Montana municipal corporation.

(Notarial Seal)

Mary Jo Richardson
MARY JO RICHARDSON
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires: 8/31/2008

[INDIVIDUAL OWNER ACKNOWLEDGMENT]

STATE OF MONTANA)
: S.S.
COUNTY OF CUSTER)



This instrument was acknowledged before me on the 19th day of APRIL, 2007, by JACK A. DEIBEL, Owner(s)

(Notarial Seal)

Mary Jo Richardson
MARY JO RICHARDSON
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires: 8/31/2008

CONSENT TO ANNEXATION AND WAIVER

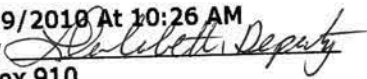
138044 Fee: \$21.00
Custer County Recorded 4/20/2007 At 1:39 PM

Section 6, Item D.

147577 Fee: \$21.00

Return to:

City Clerk
P.O. Box 910
Miles City, Montana 59301

Custer County Recorded 3/9/2018 At 10:26 AM
Marie Wehri, Clk & Rcdr By 
Return to: City Clerk P.O. Box 910
MILES CITY MT 59301

WAIVER OF PROTEST AND CONSENT TO ANNEXATION

CHARLES L. NOTBOHM and MARY L. NOTBOHM of 298 Sunset Drive, Miles City, Montana 59301 (hereinafter “Owners”) are the record owners of certain real property in Custer County, Montana outside the City limits of the City of Miles City, Montana, more particularly described as follows:

All of Tract 2E, and all that portion of Tract No. 2D easterly from the current city limits of the City of Miles City, of the KATL Minor Subdivision Tract 2, being a tract of land located in the SW1/4 SW1/4 of Section 35, Township 8 North, Range 47 East, according to the AMENDED plat and survey of said KATL Minor Subdivision Tract No. 2 filed for record on January 26, 2006, as Document No. 13471 in Envelope No. 451B of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana.

Owners desire to utilize the above described real property for commercial purposes.

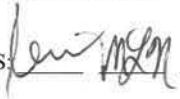
Owners have requested that the City of Miles City, Montana, a Montana municipal corporation, (hereinafter “the City”) provide municipal water and sewer service to the above real property.

Pursuant to §7-13-4314 MCA, the City requires as a condition precedent to initiate and continue such requested utility service, that Owners consent to annexation of the above real property to the City of Miles City, and that Owners waive protest of any future annexation of such property by the City of Miles City.

Accordingly,

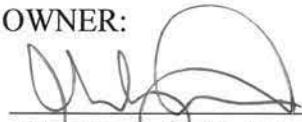
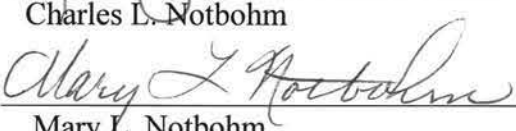
IT IS HEREBY AGREED between the City and Owners as follows:

CONSENT TO ANNEXATION AND WAIVER OF PROTEST, PAGE 1 OF 3

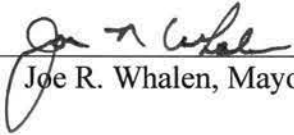
INITIALS:  

1. The City agrees to initiate water and sewer service to the above real property. Such utility service may be provided through the City’s contract with the Custer County Water and Sewer District.
2. Owners hereby consent to annexation of the above real property to the City of Miles City, Montana and Owners waive protest of any future annexation of such real property by the City of Miles City.
3. Owner’s consent and waiver herein constitute covenants running with the land and are binding upon the Owners and the heirs, personal representatives, successors and assigns of the Owners.
4. If Owner’s are not the record owner of the above real property or this consent and waiver is otherwise determined to be invalid, the City reserves the right to discontinue the utility service to this property.

DATED this 5 day of MARCH, 20 10.

OWNER:

Charles L. Notbohm

Mary L. Notbohm

CITY OF MILES CITY

By: 
Joe R. Whalen, Mayor

STATE OF MONTANA)
 : S.S.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the 8th day of March, 20 10 by **JOE R. WHALEN**, in his capacity of Mayor of the City of Miles City, Montana, a Montana municipal corporation.

CONSENT TO ANNEXATION AND WAIVER OF PROTEST, PAGE 2 OF 3 INITIALS: 

147577 Fee: \$21.00
Custer County Recorded 3/9/2010 At 10:26 AM



MARY JO RICHARDSON
NOTARY PUBLIC for the
State of Montana
Residing at Miles City, Montana
My Commission Expires
August 31, 2012

(Notarial Seal)

Mary Jo Richardson
MARY J RICHARDSON
(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires: 1 / 20

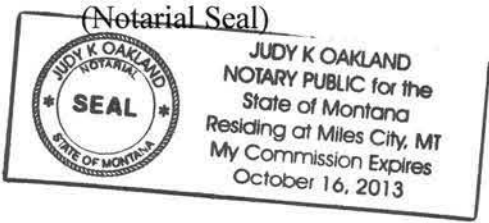
CONSENT TO ANNEXATION AND WAIVER OF PROTEST, PAGE 2 OF 3

INITIALS: CL ML

STATE OF MONTANA)
: S.S.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the 5 day of MARCH,
2003 by CHARLES L. NOTBOHM and MARY L. NOTBOHM.

Judy K. Oakland
JUDY K. OAKLAND
(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My Commission expires: 10 / 20 / 13



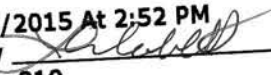
147577 Fee: \$21.00
Custer County Recorded 3/9/2010 At 10:26 AM

CONSENT TO ANNEXATION AND WAIVER OF PROTEST, PAGE 3 OF 3 INITIALS: _____

Return to:

City Clerk
PO Box 910
Miles City, MT 59301

162594 Fee: \$14.00

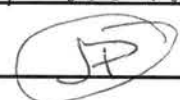
Custer County Recorded 2/6/2015 At 2:52 PM
Linda Corbett, Clk & Rcdr By 
Return to: City Clerk P.O. Box 910
MILES CITY MT 59301

WAIVER OF PROTEST AND CONSENT TO ANNEXATION

JM PROPERTIES LLC

Of 3105 STEEL STREET MILES CITY, MT 59301

(hereinafter "Owner," whether one or more) is the record owner of certain real property outside the City limits of the City of Miles City, Montana, more particularly described as follows:

LOT 1 OF THE STEEL MINOR SUBDIVISION. located in the NW 1/4 & NW 1/4
of section 2, Township 2 north, Range 47 east & SW 1/4 NW 1/4 section 2,
Township 2 north, Range 47 east 

Owner has applied for a Site Plan Review for the above described property. The City has required that the Owner agree to sign a letter of no protest of annexation as a condition of approving Owner's site plan review application.

Accordingly,

IT IS HEREBY AGREED between the City and Owner as follows:

1. Owner hereby consents to annexation of the above real property to the City of Miles City, Montana, and Owner waives protest of any future annexation of such real property by the City of Miles City.
2. Owner's consent and waiver herein constitute a covenant running with the land and is binding upon the Owner and the heirs, personal representatives, successors and assigns of the Owner.

[INDIVIDUAL OWNER ACKNOWLEDGEMENT]

Exhibit C - Page9

173581 Fee: \$31.00

Section 6, Item D.

RETURN TO:
City Clerk
P.O. Box 910
Miles City, MT 59301

Custer County Recorded 10/30/2019 At 10:53 AM
Linda Corbett, Clk & Rcdr By Lisa Wagner
Return to: City Clerk P.O. Box 910
MILES CITY MT 59301



WAIVER OF PROTEST AND CONSENT TO ANNEXATION

City of Miles City, Montana
17 South 8th Street, P.O. Box 910
Miles City, MT 59301-0910

J.R. Bean

(Name of owner or entity)

Of 3402 Brisbin, Miles City, MT 59301

(Address)

(hereinafter "Owner," whether one or more) is the record owner of certain real property outside the City limits of the City of Miles City, Montana, more particularly described as follows:

Section 35, Township 08N, Range 47E, Tract 2A Amended, Envelope 573A Commonly
addressed as 3200 Comstock, Miles City, MT

Owner desires to utilize the above described real property for commercial purposes. Owner has requested that the City of Miles City, Montana, a Montana municipal corporation, (hereinafter "the City") provide municipal ☒water ☒sewer service to the above real property.

Pursuant to §7-13-4314 MCA, the City requires as a condition precedent to initiate and continue such requested utility service, that Owner consent to annexation of the above real property to the City of

Exhibit C - Page 10

Miles City, and that Owner waive protest of any future annexation of such property by the

Section 6, Item D.

Miles City.

Accordingly,

IT IS HEREBY AGREED between the City and Owner as follows:

1. The City agrees to initiate ☒ water ☒ sewer service to the above real property. Such utility service may be provided through the City's contract with the Custer County Water and Sewer District.
2. Owner hereby consents to annexation of the above real property to the City of Miles City, Montana, and Owner waives protest of any future annexation of such real property by the City of Miles City.
3. Owner's consent and waiver herein constitute a covenant running with the land and is binding upon the Owner and the heirs, personal representatives, successors and assigns of the Owner.
4. If Owner is not the record owner of the above real property, or this consent and waiver is otherwise invalid, the City reserves the right to discontinue the utility service to this property.

DATED this 25 day of October, 2019



CITY OF MILES CITY

By: [Signature]

Mayor

OWNER:

X [Signature]

By: J R Bean

Title: Member / owner

173581 Fee: \$31.00

Custer County Recorded 10/30/2019 At 10:53 AM

RETURN TO:
City Clerk
P.O. Box 910
Miles City, MT 59301



WAIVER OF PROTEST AND CONSENT TO ANNEXATION

City of Miles City, Montana
17 South 8th Street, P.O. Box 910
Miles City, MT 59301-0910

Montana Dakota Utilities

(Name of owner or entity)

Of

814 Bridge St Miles City Mt

(Address)

(hereinafter "*Owner,*" *whether one or more*) is the record owner of certain real property outside the City limits of the City of Miles City, Montana, more particularly described as follows:

Steel Minor Subdivision, S 02, T 02N, R 47E, Lot 3

Steel Minor Subdivision, S02, T 07 N, R 47 E, Lot 4

Steek Minor Subdivision S 02, T 07N, R 47 E, Lot 5

Owner desires to utilize the above-described real property for commercial purposes. Owner has requested that the City of Miles City, Montana, a Montana municipal corporation, (*hereinafter "the City"*) provide municipal ☒water ☒sewer service to the above real property.

Exhibit C - Page13

Section 6, Item D.

Pursuant to §7-13-4314 MCA, the City requires as a condition precedent to initiate and continue such requested utility service, that Owner consent to annexation of the above real property to the City of Miles City, and that Owner waive protest of any future annexation of such property by the City of Miles City.

Accordingly,

IT IS HEREBY AGREED between the City and Owner as follows:

1. The City agrees to initiate ☒ water ☒ sewer service to the above real property. Such utility service may be provided through the City's contract with the Custer County Water and Sewer District.
2. Owner hereby consents to annexation of the above real property to the City of Miles City, Montana, and Owner waives protest of any future annexation of such real property by the City of Miles City.
3. Owner's consent and waiver herein constitute a covenant running with the land and is binding upon the Owner and the heirs, personal representatives, successors and assigns of the Owner.
4. If Owner is not the record owner of the above real property, or this consent and waiver is otherwise invalid, the City reserves the right to discontinue the utility service to this property.

DATED this 31 day of August, 2026.

CITY OF MILES CITY

By: C.A. Sheng
Mayor

OWNER:

Montana Dakota Utilities

By: Ron Nu
Title: Operations Supervisor

Exhibit C - Page 15

Section 6, Item D.

Printed Name:

Chad Notbohm

Notary Public for the state of

Montana

Residing at

Miles City Montana

My Commission expires:

May -11

2028

Affix seal/stamp as close to signature as possible.

INSTRUCTIONS FOR CONSENT TO ANNEXATION AND WAIVER OF PROTEST

NOTE: Use black ink for all filled-in data. If you use any color of ink other than black ink, the City will be charged an additional fee by the Clerk and Recorder to record the document.

- 1. Owner Name:** Check the real estate record to make sure that you have the full legal name of each owner. If there is more than one owner, include all names. The Montana Cadastral Mapping Program internet site may be helpful in determining the correct owner's name.
- 2. Owner Address:** Include the full mailing address of each owner.
- 3. Property Description:** Include the full legal description [not a street address], including Custer County, Montana in the description. The best source of the legal description is the deed by which the Owner obtained the property.
- 4. Type of Service:** Check the appropriate boxes for type of service, either water or sewer or both. Have each Owner initial by the check marks.
- 5. Dates:** Fill in the day, month and year.
- 6. Signatures:** Individual Owners. Have each owner sign.
Entity Owner: If the owner is an entity, such as a corporation, limited liability company, partnership, limited partnership or trust, print the name of the entity and have an authorized person sign for the entity, filling in his or her title.
- 7. Acknowledgments:** All parties must sign before a Notary Public. If the owners are individuals, fill in his or her names on the Individual Acknowledgments. If the owner is an entity, fill in the name of the person signing on behalf of the entity, his or her title, the name of the entity, the State in which the entity is formed, and type of entity.

Examples:

Corporation:

This instrument was acknowledged before me on the 31 day of August, 2006, by William Gates in the capacity of President of Microsoft Corporation, a Washington corporation.

Limited Liability Company:

This instrument was acknowledged before me on the ____ day of June, 2006, by William Johnson in the capacity of Managing Member of XYZ, LLC, a Montana limited liability company.

Partnership:

This instrument was acknowledged before me on the ____ day of June, 2006, by William Johnson in the capacity of Partner of Johnson Auto Sales, a Montana general partnership.

Trust:

This instrument was acknowledged before me on the ____ day of June, 2006, by William Johnson in the capacity of Trustee of The William Johnson Revocable Trust dated April 1, 2001, a Montana trust.

Estate:

This instrument was acknowledged before me on the ____ day of June, 2006, by William Johnson in the capacity of Personal Representative of the Estate of Mildred Johnson, deceased.