



CITY OF MILES CITY

Regular Council Meeting Agenda

June 09, 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.](#) JAMES LARSON PRESENTING REQUEST TO INSTALL SIGN AT CONNORS FIELD REPRESENTING SACRED HEART

2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- [A.](#) Regular City Council Meeting May 25 2026

3. SCHEDULE MEETINGS

4. STAFF REPORTS & OTHER COMMITTEE MINUTES

- [A.](#) TIFD/URA BOARD UPDATED APPLICATION PROCESS

- [B.](#) BUILDING DEPARTMENT REPORT MAY 2026

5. CITY COUNCIL COMMENTS

6. MAYOR COMMENTS

7. BID AWARDS

- [A.](#) MILES CITY WATER TREATMENT PLANT RE-ROOF

8. PUBLIC HEARINGS

- [A.](#) ORDINANCE NO. 1404 - AN ORDINANCE AMENDING SECTIONS OF 6-26 THROUGH 6-55, OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, RELATED TO BUSINESS LICENSES.

9. UNFINISHED BUSINESS

- [A.](#) RESOLUTION NO. 4686 - A RESOLUTION ADOPTING A REVISED PURCHASING POLICY FOR THE CITY OF MILES CITY, MONTANA.

- B.** 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
- C.** APPROVE ORDINANCE NO. 1404 - (*second reading*) AN ORDINANCE AMENDING SECTIONS 6-26 THROUGH 6-55, OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, RELATED TO BUSINESS LICENSES.

10. NEW BUSINESS

- A.** DISCUSS UNBUDGETED AMOUNT FOR JERSEY BARRIERS TO BE PLACED IN TONGUE RIVER FOR MC OASIS
- B.** APPROVE TIFD AWARD FOR THE MILES CITY SADDLERY, MARC AND VICKI LEESBURG IN THE AMOUNT OF \$13648.43 OR UP TO 70% OF THE ESTIMATED PROJECT COST FOR RECONSTRUCITON OF THE PARKING LOT
- C.** APPROVE THE PARK USER PERMIT FOR THE MILES CITY LITTLE GUY FOOTBALL ASSOCIATION
- D.** APPROVE RESOLUTION NO. 4690 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE TOWN OF TERRY FOR STRUCTURE FIRE RESPONSE
- E.** APPROVE RESOLUTION NO. 4691 - A RESOLUTION APPROVING A MONTANA DEPARTMENT OF COMMERCE EMERGENCY TOURISM ASSISTANCE GRANT IN THE AMOUNT OF \$50,000.00 TOWARD A PURCHASE OF FIRE ENGINE AND ACCESSORIES.
- F.** APPROVE RESOLUTION NO. 4692 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2026-2027
- G.** APPROVE MAY 2026 CLAIMS

11. 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

TO: Mayor and Miles City Council

DATE: May 21, 2026

I hope this message finds you well. I am writing to propose the installation of a sign at Connors Field to represent and promote the Sacred Heart Shamrocks. This initiative aims to enhance our community presence and reflect our commitment to fostering a sense of unity and pride amount the members of Sacred Heart.

Objective:

The primary objective of installing a sign at Connors Field is to provide visibility and recognition for the Scared Heart Shamrocks, thereby increasing awareness and engagement within the community.

Benefits:

1. **Increased Visibility:** The sign will serve as a constant reminder of our presence and activities, encouraging greater community participation.
2. **Branding:** It will help in establishing a strong identify for the Sacred Heart Shamrocks, promoting our values and mission.
3. **Community Engagement:** a visible sign can attract more members and support from the community, facilitating stronger connections and partnerships.

Proposed Location:

The proposed location for the sign is at the entrance of Connors Field, ensuring maximum visibility to all visitors and passersby.

Design and Content:

The design of the sign will be in line with our brand guidelines, incorporating the Sacred Heart Shamrock logo, colors, and a brief mission statement. We are for a design that is both aesthetically pleasing and informative.

Sign will be 4 feet by 8 feet made of state of the art composite material and will be made by 406 Signs in Miles City.

Budget:

A preliminary budget has been estimated, covering design, materials, and installation costs.

Next Steps:

If approved, we will proceed with obtaining necessary permissions and collaborate with designers to finalize the signs appearance. We aim to have the sign installed by mid-summer at **no cost** to the City.

We believe this initiative will significantly benefit the Sacred Heart community and enhance our visibility. I look forward to discussing this proposal further and exploring how we can bring this project to fruition.

Thank you for considering this proposal.

Sincerely,

A handwritten signature in cursive script that reads "James B. Larson".

James B. Larson

(406) 422-3140

3D Print Menu

PAST HOME

SACRED HEART SHAMROCKS

99 CONSECUTIVE

CONFERENCE WINS 1962-1975

CLASS B STATE CHAMPIONS 1980

“THE FIGHTING IRISH”





CITY OF MILES CITY

Regular Council Meeting Minutes

May 26, 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

Mayor Grenz

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

ALSO PRESENT: City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Dispatch Director Lyne Anderson, Human Resources Officer David Livingston, Airport Manager Brad Davis, Mile City Police Chief Doug Colombik, Miles City Interim Fire Chief Ed Kanduch, Miles City Planner Joel Nelson via zoom and the Clerk/Minute Recorder Tamara Ellsworth

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

2. SCHEDULE MEETINGS

3. STAFF REPORTS & OTHER COMMITTEE MINUTES

Mayor Grenz commented on how well the Airport Commission is doing and gave thanks to them.

Dispatch Director Anderson informed the Council that there is a 911 Board meeting on June 9th in Terry, Mt at the Senior Citizen Center.

- A. Airport Commission Minutes 03-09-2026
- B. Airport Minutes 04-13-2026
- C. MILES CITY POLICE DEPT. STAFF REPORT MAY 2026
- D. APRIL 2026 TREASURER REPORT - CASH RECONCILIATION

4. CITY COUNCIL COMMENTS

5. MAYOR COMMENTS

6. BID OPENINGS

A. MILES CITY WATER TREATMENT PLANT RE-ROOF

Public Utilities Director Speelmon opened the sealed Bids and read them aloud as follows:

Empire Roofing \$900,000.00 has the Bond with it.

Bradford Roof Management \$683,580.00 has the Bond with it.

Centimark Roofing \$773,989.00 has the Bond with it.

7. UNFINISHED BUSINESS

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

Motion made by Councilmember Bartholomew to table and move to next meeting, Seconded by Councilmember Losey.

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

Voting Nay: Councilmember Steiner

Mayor Grenz let the Council know of the changes made to the Purchasing policy, feels the policy still needs work and the City should be paying attention to where the money is being spent more closely. He also reminded the Council that there is no longer a finance committee to review and recommend the Purchasing policy this needs more time to look at. Councilmember Losey completely agreed and felt that tabling this for the next meeting for further review.

B. APPROVE APRIL CLAIMS

Motion made by Councilmember Huber, Seconded by Councilmember Thomason.

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

Councilmember Huber asked Interim Fire Chief about the personal credit card being used for the Blinds purchased for the new fire hall building.

Mayor Grenz on behalf of a lot of citizens inquired to where has all of the old furniture, fixings and equipment go as he has not seen many items up for auction.

Councilmember Pulecio asked where the funds are coming from for the purchases.

Interim Fire Chief Kanduch explained the use of personal credit by employee was to use a savings coupon and he did not have access to the Department Credit card at the time of purchase. He also explained that a lot of the furniture, fixings and equipment is still currently being utilized at this time and was moved into the building they are currently renting, the funds for the purchases are coming from the approved FFE budgeted amount.

Airport Manager Davis also informed the Council that the furniture, fixings and equipment is extremely old, worn down and almost near the end of their life use and will not even be good to put into an auction.

8. NEW BUSINESS

A. DISCUSS 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

Council Chairperson Bartholomew gave the background information of the Public Safety Mill Levy and it would be for just the Police Department and utilized only for equipment and for 1 year. November of next year is when those funds would be released. Also expressed the urgency with getting this on the next meeting for vote due to the ballot deadline.

Councilmember Scott asked for more information on this Resolution, what is happening with the SRO (School Resource Officer) funding, and wondered if adding the SRO to this Mill Levy is a good idea.

Councilmember Huber confirmed with Police Chief Colombik the equipment, vehicles and asked what the taxes would be with this mill levy. Also got clarification that this mill levy will only be for the Police Department so no other department could use these funds.

Police Chief Colombik gave a presentation on the 2 new vehicles needed, 1 vehicle for Animal Control, equipment that is necessary as well. He also let the Council know that the last time he applied for a Coal Grant for vehicles they informed him that they will no longer give out grants for vehicles. The School Board offered more money for the SRO officer and stated that no matter what happens the Police Department will continue to provide an SRO officer for the schools it is a much-needed safety measure, to which Mayor Grenz completely agrees.

After discussion among the Council this will be on next meeting for a vote.

B. APPROVE WA MITCHELL AGENCY TO MOVE FORWARD WITH WORKERS COMP COVERAGE.

Motion made by Councilmember Scott, Seconded by Councilmember Pulecio.

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

C. APPROVE RESOLUTION NO. 4688 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF JUSTICE 9-1-1 GRANT PROGRAM CONTRACT FOR GRANT FUNDING RELATING TO RADIO CONSOLE REPLACEMENT.

Motion made by Councilmember Simpson, Seconded by Councilmember Scott.

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

Dispatch Director Anderson announced that the 9-1-1 Board has been awarded \$66,594.00.

D. APPROVED TIFD AWARD FOR THE CITY OF MILES CITY RELATED TO THE DEVELOPMENT OF A DOWNTOWN MASTERPLAN IN THE AMOUNT OF \$35,000.00

Motion made by Councilmember Bartholomew, Seconded by Councilmember Simpson.

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

Mayor Grenz informed Council of what this award is for and the City of Miles City had entered into an agreement to allow Kelsey Merritt to apply for grants on behalf of Miles City.

Council Chairperson Bartholomew also reiterated that due to this award and grant application that no other directors will be able to apply for the same grant.

Councilperson Losey gave information about what a master plan does and how it opens for charities and donations to happen and this is a very good.

- E. APPROVE ORDINANCE NO. 1405 -*(first reading)* AN ORDINANCE ADOPTING AMENDMENTS TO THE OFFICIAL MILES CITY ZONING DISTRICT MAP TO DESIGNATE LONG-TERM ZONING DISTRICTS FOR THE RECENTLY ANNEXED LAST CHANCE SUBDIVISION, AND PROVIDING FOR A HEARING THEREON.

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

Don Sterhan with CR Builders introduced himself to the Council and gave a brief presentation of their company. CR Builders is the sponsor of a 30 unit housing project to be built on the Last Chance Subdivison, explained that a majority of the funds are coming through state and federal. The rent will be based off of a percentage of the income of the tenant applying for a unit. He gave thanks to the Mayor and Council for allowing this subdivision to take place and for the City's support. He also informed them that housing will be available when the project is built and complete and they do not bring residents in to get the units filled, there will be an applications process for the housing.

Councilperson Scott wanted to know roughly what the rent per unit would be.

Councilperson Steiner asked if when this housing project is complete will it already have residents from out of town residing in the units.

- F. APPROVE TIFD AWARD FOR OLE MAE APARTMENTS, LLC IN THE AMOUNT OF \$49,485.00 OR 25% OF THE ADJUSTED PROJECT COST OF \$195,380.00.

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

Councilperson Steiner would like to know how the percentage on these applications get determined.

TIFD Member Gillette explained the sliding scale that figures out the percentage to use.

- G. APPROVED TIFD AWARD FOR TRAILS INN IN THE AMOUNT OF \$8,280.00 OR 80% OF THE TOTAL PROJECT COST \$10,350.00

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

Dan Rice explained that 3 benches have been destroyed by vandalism and is requesting a steel bench and some signage for the business.

- H. APPROVE THE CITY OF MILES CITY WATER DEPARTMENT TO SEND THE BAD DEBT WRITE-OFFS IN THE AMOUNT OF \$4,276.75 TO COLLECTIONS

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

Council Chairperson Bartholomew asked how long the wait is until we send these write-offs to collections.

Public Utilities Director Speelmon stated the wait varies but in most cases a year is the wait before sending off to collections.

I. DISCUSSION ON PORTABLE STORAGE CONTAINER ORDINANCE.

Mayor Grenz gave his opinion about storage containers being allowed in residential zones, he does not think that it is a good idea to allow them, it will more than likely decrease the value of neighboring properties. Need to look into getting an ordinance in place with restrictions.

Councilperson Simpson stated that there are many sheds around town that look terrible and delapidated and there is no restriction on how a resident maintains their sheds.

City Planner Nelson informed the Mayor and Council that there is zoning meeting on June 10th and there is a draft ordinance they there looking into putting together for this metal storage containers and after hearing the discussion will look into revising and creating restrictions/or prohibiting in the ordinance.

J. DISCUSS AND REVIEW THE 2 PROPOSALS FROM TCP (TIMECLOCK PLUS)

Mayor Grenz explained that the auditors have suggested the idea of getting physical time clocks in our departments and the honor system is no longer working.

Deputy Clerk/Payroll Officer explained the pricing on the 2 different quotes and that TCP has worked with many municipalities within the State of Montana and have worked with Black Mountain Software for 10 years. Courtney with TCP is more than happy to join the next meeting via zoom so if there are more detailed questions from the Council she would be able to answer those.

Councilperson Scott and Pulecio asked about the thumbprint system and if can it be more than one finger due to many outdoor workers damage their hands quite often.

K. DISCUSS CHAPTER 24 - ZONING, ARTICLE IV. - ADMINISTRATION AND ENFORCEMENT, SEC. 24-63. - ACCESSORY BUILDINGS. ADDING (A) "ALL ACCESSORY BUILDINGS IN RESIDENTIAL DISTRICTS ARE PROHIBITED UNTIL THE PRIMARY/MAIN BUILDING IS CONSTRUCTED; CONCURRENT CONSTRUCTION OF ACCESSORY AND PRIMARY BUILDINGS IS ALLOWED".

Mayor Grenz discussed the building of shops on property and that some of them are extremely large, needing to look into this ordinance to get them prohibited, devalues the value of the neighboring homes. He asked the Council to really take a look at the current ordinance and reflect on what measures needed to be taken.

City Attorney Rice gave clarification that previously this Ordinance had stated to prohibit the building of accessory buildings the Council recommended this go to further review with a Public Service Committee where changes were made to delete Section A of 24-63.

Councilperson Pulecio disagrees with the Mayor and said that most of the properties that the owner are building shops is due to the lot size and would not be able to build a home and a shop and most are building shops to store their personal property such as a RV's.

Councilperson Scott disagrees as well and states to keep the ordinance as it is. Both Councilperson Scott and Councilperson Pulecio made a suggestion of putting restrictions on what the shop looks like such as siding or to look more like a home.

Public Utilities Director Speelmon let the Council know that the City Hall office is consistently receiving in person and phone call complaints.

City Planner Nelson recommended amending the Ordinance and put some restrictions on it.

L. DISCUSS AN AMBULANCE DISTRICT TO BE PUT ON THIS YEARS BALLOT

Mayor Grenz asked Council what they thought of an Ambulance District as he is open to anything that would create funds for the ambulance. He would like to know what the pay is for a Billings ambulance trip, if there is a stipend the MCFR employee receives, and what mileage amount does that stipend apply for.

Council asked Mayor Grenz for more clarification as to what this subject would entail.

Councilperson Losey addressed that there may not be enough time to be able to put this on a ballot as more information is needed for it.

Council Chairperson Bartholomew stated that the most pressing issue is the revenue currently generated is not sustaining the service.

Councilperson Huber would like to know on average how many trips does the ambulance take to Billings per month.

Councilperson Pulecio asked if there was an Ambulance District would it separate the Fire from the Ambulance.

Councilperson Scott advised that the Fire Dept should look into a Tourism Grant to have the Ambulance Services paid for that is what Livingston Mt has done with their Tourism Grant.

Public Utilities Director Speelmon said that yes when creating a district it would be its own separate entity and not combined with anything else.

City Attorney Rice explained that for a Mill Levy this would be enough time to get done for an Ambulance District.

Interim Fire Chief gave information about the ambulance trips to Billings and also let the Council know that with the two current resignations it is creating overtime and less time to provide for the Ambulance trips and agreed that the 5yr agreement with the County was a step in the right direction.

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

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

Council meeting adjourned at 8:04 pm



CITY OF MILES CITY DOWNTOWN URBAN RENEWAL DISTRICT BUSINESS ASSISTANCE GRANT – PRE-APPLICATION

(Please complete all applicable information)

(The Board may reject the pre-application or request more information if deemed incomplete)

(Note: all information submitted for consideration will be accessible to the public)

BUSINESS INFORMATION

Name of Applicant: Click or tap here to enter text.

Business Name: Click or tap here to enter text.

Business Mailing Address: Click or tap here to enter text.

Business Description/Purposes: Click or tap here to enter text.

Project Physical Address: Click or tap here to enter text.

Project Address Geocode: Click or tap here to enter text.

Principal Contact: Click or tap here to enter text.

Phone: Click or tap here to enter text.

E-Mail: Click or tap here to enter text.

Tax ID #: Click or tap here to enter text.

Business Type (C-Corp, S-Corp, LLC, Partnership, etc.): Click or tap here to enter text.

Date Business Formed: Click or tap here to enter text.

Date Property Acquired: Click or tap here to enter text.

Property Insurance Carrier: Click or tap here to enter text.

PROJECT INFORMATION

(See GRANT MATCH REQUIREMENT GUIDELINES for current match requirements.)

Proposed project description:

Click or tap here to enter text.

Explain how this project fits within the District’s purview as defined by State statute and explained in the “City of Miles City Downtown Urban Renewal Plan”:

Click or tap here to enter text.

Estimated Project Start Date: Click or tap here to enter text.

Estimated Project Completion Date: Click or tap here to enter text.

Estimated Project Cost: Click or tap here to enter text.

Business Assistance Request: Click or tap here to enter text.

CERTIFICATION

I (we), Click or tap here to enter text.

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

Name: Click or tap here to enter text.

Name: Click or tap here to enter text.

Signature: _____

Signature: _____

Title: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Date: Click or tap here to enter text.

Return grant PRE-APPLICATION as follows:

By email (preferred): mcdura@milescitymt.gov

By mail: *Miles City Downtown Urban Renewal Agency (MCDURA)
PO Box 901
Miles City, MT 59301*

In person: *Miles City Downtown Urban Renewal Agency (MCDURA)
17 S. 8th Street
Miles City, MT 59301*

***** Applicant may submit additional information if they feel it will support their request. *****

GRANT SUBMISSION & AWARD GUIDELINES

Pre-applications and Applications are due by the 10th of each month. The Board has a regular scheduled meeting on the 4th Thursday of each month and this deadline has been set to allow the Board enough time to circulate, review, and reach out for clarifications as needed to make a decision/recommendation for the City’s consideration in a timely fashion.

The Board reserves the right to make their recommendations to City Council based on the content received in the PRE-APPLICATION -OR- request additional information through the submission of the final APPLICATION. Applicants may submit both at the same time if they’d like, but additional information may still be requested/required.

Project must be completed within 18 months from the City’s award/approval date. The Board and City are tasked with being good stewards of these funds and holding up funds for longer than the stated time is a detriment to the District and future applicants.

If a project is not completed within this timeframe, allocated funds will revert back to the District to be used for other projects as needed.

Extensions may be allowed at the Board’s discretion based on the applicant providing evidence of reasonable efforts to get the project completed or by proactively communicating the circumstances causing the project to be delayed.

Each physical property address (as defined by geocode) is limited to one pending award. Secondary address unit designators (suites, apartments, etc.) are not allowed to break up a physical property address. An applicant may not, however, submit another grant application sooner than 24 months after a previously awarded project has been completed based on the criteria stated below.

Reimbursement of the award amount is contingent on the project being substantially complete with associated proofs of project costs. These proofs shall be in the form of receipts, invoices, pay applications, or similar. If the project ends up costing less than the grant application presented, the reimbursed amount will be pro-rated based on the award amount accordingly.

Proofs shall be submitted to the Board by the 3rd Thursday of each month to get on the Board’s agenda for the 4th Thursday of each month. If deemed satisfactory, the Board will recommend reimbursement by the City at their next Council meeting where claims are reviewed and approved. Please note, this process may take a month or longer.

Partial reimbursements may be considered on a case-by-case basis.

Exemptions: TIFD funds will not be used for the following costs: 1) building repairs normally covered by insurance, 2) business operating expenses, and 3) non-fixed assets. Also, any work contracted or completed prior to award approval may not be approved for reimbursement.

****Note: This District is scheduled to sunset on May 11, 2030, so all projects must be completed and reimbursed by this date as status of funds for reimbursement and the Board is not guaranteed beyond this point.*

GRANT MATCH REQUIREMENT GUIDELINE

<u>Projected Project Cost</u>	<u>Approx. TIFD Allocation</u>	<u>Maximum TIFD Grant</u>
\$1,000,000 and Above	10%	\$125,000
\$750,000 to \$999,999	12%	\$120,000
\$500,000 to \$749,999	15%	\$112,500
\$250,000 to \$499,999	18%	\$90,000
\$100,000 to \$249,000	25%	\$62,000
\$75,000 to \$99,999	40%	\$40,000
\$50,000 to \$74,999	50%	\$37,500
\$25,000 to \$49,999	60%	\$30,000
\$15,000 to \$24,999	70%	\$17,500
\$1,000 to \$14,999	80%	\$12,000

Example 1:

Projected Project Cost: \$10,000
 80% Allocation w/ \$12,000 Max
 Potential award = ~\$8,000

Example 2:

Projected Project Cost: \$48,000
 60% Allocation w/ \$30,000 Max
 Potential award = ~\$28,800

Example 3:

Projected Project Cost: \$80,000
 40% Allocation w/ \$40,000 Max
 Potential award = ~\$32,000

Example 4:

Projected Project Cost: \$225,000
 25% Allocation w/ \$62,000 Max
 Potential award = ~\$56,250

Example 5:

Projected Project Cost: \$1,000,000
 10% Allocation w/ \$125,000 Max
 Potential award = ~\$100,000

Example 6:

Projected Project Cost: \$5,000,000
 10% Allocation w/ \$125,000 Max
 Potential award = ~\$125,000



CITY OF MILES CITY DOWNTOWN URBAN RENEWAL DISTRICT BUSINESS ASSISTANCE GRANT – APPLICATION

(Please complete and attach all requested information – check boxes are the indication)
(The Board may reject the application or request more information if deemed incomplete)
(Note: all information submitted for consideration will be accessible to the public)

ADDITIONAL BUSINESS INFORMATION

Legal Business Owners:

Shareholders/Partners

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Mailing Address

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Owned

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

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

ADDITIONAL EMPLOYMENT INFORMATION

Number of Retained Positions:

Full Time: Click or tap here to enter text.
Part Time: Click or tap here to enter text.
Average Hourly Wage: Click or tap here to enter text.

If applicable, Number of New Positions to be Created:

Full Time: Click or tap here to enter text.
Part Time: Click or tap here to enter text.
Average Hourly Wage: Click or tap here to enter text.

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

Click or tap here to enter text.

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

ADDITIONAL PROJECT INFORMATION

Project Architectural or Engineering Firm (if applicable): Click or tap here to enter text.

Primary Architectural or Engineering Contact: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Project Contractor (if applicable): Click or tap here to enter text.

Primary Contractor Contact: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

To the applicant’s knowledge, has said architect/engineer or contractor ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last 10 years? (If yes, please explain)

Click or tap here to enter text.

ADDITIONAL PROJECT BUDGET

(See GRANT MATCH REQUIREMENT GUIDELINES for current match requirements.)

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

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

Attachment 3: Attach letters of credit and associated documentation from each lender showing: Lender, Loan Amount (\$), Interest Rate (%), Term (Years), and Payment (\$/Period).

BUSINESS AND FINANCIAL INFORMATION

The following business or personal financial information is required in addition to that requested above and below for the Board to consider your application:

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

Annual Amount of Property Taxes: Click or tap here to enter text.

Are Property Taxes Current? (if no, please explain):

Click or tap here to enter text.

Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? (if yes, please explain and fill out the other content)

Click or tap here to enter text.

Name: Click or tap here to enter text.

Date Adjudicated: Click or tap here to enter text.

Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past 10 years? (if yes, please explain and fill out the other content)

Click or tap here to enter text.

Date: Click or tap here to enter text.

Charge: Click or tap here to enter text.

Court: Click or tap here to enter text.

Final Disposition: Click or tap here to enter text.

Location: Click or tap here to enter text.

Project Financial Lender: Click or tap here to enter text.

Primary Lender Contact: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

CERTIFICATION

I (we), Click or tap here to enter text.

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

Name: Click or tap here to enter text.

Name: Click or tap here to enter text.

Signature: _____

Signature: _____

Title: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Date: Click or tap here to enter text.

Required attachments:

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

Attachment 2 (Bids/Quotes/Estimates): Bids/Quotes/Estimates for each proposed project expense listed in the Itemized Project Budget.

Attachment 3 (Lender Commitments): Attach letters of credit and associated documentation from each lender showing: Lender, Loan Amount (\$), Interest Rate (%), Term (Years), and Payment (\$/Period).

Other Attachments as applicable:

- Excel spreadsheet briefly listing and describing the job classifications with the average wage noted by each job classification and a schedule of when the positions are anticipated to be created and filled.
- Shareholder financial statements and capacities
- Business Plan
- Pro Forma
- Balance Sheet
- Income Statement
- Additional Financial Information as requested

Return grant APPLICATION as follows:

By email (preferred): mcdura@milescitymt.gov

By mail: *Miles City Downtown Urban Renewal Agency (MCDURA)*
PO Box 901
Miles City, MT 59301

In person: *Miles City Downtown Urban Renewal Agency (MCDURA)*
17 S. 8th Street
Miles City, MT 59301

***** Applicant may submit additional information if they feel it will support their request. *****

GRANT SUBMISSION & AWARD GUIDELINES

Pre-applications and Applications are due by the 10th of each month. The Board has a regular scheduled meeting on the 4th Thursday of each month and this deadline has been set to allow the Board enough time to circulate, review, and reach out for clarifications as needed to make a decision/recommendation for the City's consideration in a timely fashion.

The Board reserves the right to make their recommendations to City Council based on the content received in the PRE-APPLICATION -OR- request additional information through the submission of the final APPLICATION. Applicants may submit both at the same time if they'd like, but additional information may still be requested/required.

Project must be completed within 18 months from the City's award/approval date. The Board and City are tasked with being good stewards of these funds and holding up funds for longer than the stated time is a detriment to the District and future applicants.

If a project is not completed within this timeframe, allocated funds will revert back to the District to be used for other projects as needed.

Extensions may be allowed at the Board's discretion based on the applicant providing evidence of reasonable efforts to get the project completed or by proactively communicating the circumstances causing the project to be delayed.

Each physical property address (as defined by geocode) is limited to one pending award. Secondary address unit designators (suites, apartments, etc.) are not allowed to break up a physical property address. An applicant may not, however, submit another grant application sooner than 24 months after a previously awarded project has been completed based on the criteria stated below.

Reimbursement of the award amount is contingent on the project being substantially complete with associated proofs of project costs. These proofs shall be in the form of receipts, invoices, pay applications, or similar. If the project ends up costing less than the grant application presented, the reimbursed amount will be pro-rated based on the award amount accordingly.

Proofs shall be submitted to the Board by the 3rd Thursday of each month to get on the Board's agenda for the 4th Thursday of each month. If deemed satisfactory, the Board will recommend reimbursement by the City at their next Council meeting where claims are reviewed and approved. Please note, this process may take a month or longer.

Partial reimbursements may be considered on a case-by-case basis.

Exemptions: TIFD funds will not be used for the following costs: 1) building repairs normally covered by insurance, 2) business operating expenses, and 3) non-fixed assets. Also, any work contracted or completed prior to award approval may not be approved for reimbursement.

****Note: This District is scheduled to sunset on May 11, 2030, so all projects must be completed and reimbursed by this date as status of funds for reimbursement and the Board is not guaranteed beyond this point.*

GRANT MATCH REQUIREMENT GUIDELINE

<u>Projected Project Cost</u>	<u>Approx. TIFD Allocation</u>	<u>Maximum TIFD Grant</u>
\$1,000,000 and Above	10%	\$125,000
\$750,000 to \$999,999	12%	\$120,000
\$500,000 to \$749,999	15%	\$112,500
\$250,000 to \$499,999	18%	\$90,000
\$100,000 to \$249,000	25%	\$62,000
\$75,000 to \$99,999	40%	\$40,000
\$50,000 to \$74,999	50%	\$37,500
\$25,000 to \$49,999	60%	\$30,000
\$15,000 to \$24,999	70%	\$17,500
\$1,000 to \$14,999	80%	\$12,000

Example 1:
*Projected Project Cost: \$10,000
 80% Allocation w/ \$12,000 Max
 Potential award = ~\$8,000*

Example 2:
*Projected Project Cost: \$48,000
 60% Allocation w/ \$30,000 Max
 Potential award = ~\$28,800*

Example 3:
*Projected Project Cost: \$80,000
 40% Allocation w/ \$40,000 Max
 Potential award = ~\$32,000*

Example 4:
*Projected Project Cost: \$225,000
 25% Allocation w/ \$62,000 Max
 Potential award = ~\$56,250*

Example 5:
*Projected Project Cost: \$1,000,000
 10% Allocation w/ \$125,000 Max
 Potential award = ~\$100,000*

Example 6:
*Projected Project Cost: \$5,000,000
 10% Allocation w/ \$125,000 Max
 Potential award = ~\$125,000*

For: May 2026

BUILDING PERMIT WORKSHEET

DATE	PRMT #	OWNER	PERMIT VALUE	NATURE OF CONSTRUCTION	ADDRESS	CONTRACTOR	VALUE OF CONSTRUCT.	CODE
5/28/26	25-260486	[REDACTED]	\$ 307.00	Egress door	112 N. 7th	Kruger Window	\$ 18,500.00	RNR
5/28/26	25-260485	[REDACTED]	\$ 111.00	Re-roof	507 Washington	Alec Myhre	\$ 5,000.00	RR
5/28/26	25-26 0482	[REDACTED]	\$ 100.00	Fence	102 Lyman Dr	Jares Fence		Fence
5/18/26	25-26 0481	[REDACTED]	\$ 1,120.95	Re roof	2508 Wilson	Oddy Construction	\$ 110,405.75	RNR
5/21/26	25-26 0477	[REDACTED]	\$ 100.00	Fence	221 S. Center	Trinity Lutheran		Fence
5/13/26	25-26 0471	[REDACTED]	\$ 209.00	Re-Roof	509 S Strevelle	Stone Contracting	\$ 11,000.00	RR
5/13/26	25-26 0470	[REDACTED]	\$ 251.00	Re-Roof	104 ponderosa	Stone Contracting	\$ 15,000.00	RR
5/13/26	25-26 0469	[REDACTED]	\$ 251.00	Re-Roof	1605 Lincoln	Stone Contracting	\$ 15,000.00	RR
5/12/26	25-26 0468	[REDACTED]	\$ 181.00	Re-Roof	819 Knight	Wiedeman Roofing	\$ 9,700.00	RR
5/5/26	25-26 0458	[REDACTED]	\$ 100.00	Fence	1019 Knight	Dennis Petroff		Fence
5/7/26	25-26 0460	[REDACTED]	\$ 54.00	Concrete	803 S Strevelle	Oddy Construction	\$ 1,500.00	Concrete
5/7/26	25-26 0461	[REDACTED]	\$ 97.00	Re-Roof	721 S Lake	Oddy Construction	\$ 3,934.87	RR
5/8/26	25-26 0457	[REDACTED]	\$ 644.00	Sprinkler	901 N Lake	Oslunds Fire Pro	\$ 50,000.00	RNR/ Fire Pro
5/11/26	25-26 0466	[REDACTED]	\$ 462.00	Concrete	1003 Rosevelt/1103 Knight	Haynes Ent.	\$ 31,000.00	Concrete
5/11/26	25-26 0465	[REDACTED]	\$ 267.00	Concrete	517 Eagle	Doble J	\$ 8,500.00	Concrete
5/15/26	25-26 0472	[REDACTED]	\$ 153.00	Re-Roof	2301 Pleasant	Gene Christensen	\$ 7,500.00	RR
5/18/26	25-26 0473	[REDACTED]	\$ 432.00	Siding	2305/2309 Wilson	The Works	\$ 28,750.00	RR
5/19/26	25-26 0475	[REDACTED]	\$ 195.00	Re-Roof	2003 Sudlow	Weideman Roofing	\$ 11,000.00	RR
5/21/26	25-26 0478	[REDACTED]	\$ 111.00	Re-Roof	812 S Prairie	Dennis Sorrentino	\$ 4,800.00	RR
5/28/26	25-26 0483	[REDACTED]	\$ 118.00	Mechanical	3009 Stower	Jerrys Refrigeration	\$ 5,480.00	Mech
5/26/26	BLD-2025-0019	[REDACTED]	\$ 442.00	RNR	2116 Main	Board by Board	\$ 30,000.00	RNR
5/13/26	ELEC-2025-0016	[REDACTED]	\$ 80.00	Elec	801 S Montana	C and J Electric		ELEC
5/12/26	BLD-2025-0018	[REDACTED]	\$ 634.00	RNR	908 Main	Jackson Contractor Group	\$ 48,119.00	RNR
5/5/26	ELEC-2025-0015	[REDACTED]	\$ 80.00	Elec	507 Tatro	1BxB		ELEC

Value of Permits:	Value of Construction:
\$ 6,499,95	\$ 415,189.62
# - New Residential (NR) - \$	
# - New Non-Residential (NNR) - \$	
# - Remodel Residential (RR) - \$	
# - Remodel Non-Residential (RNR) - \$	
# - New Garage/Carport (NG/C) - \$	
# - Remodel Garage/Carport (RG/C) - \$	
# - Fence - \$	
# - Concrete - \$	
# - Publicly Owned (PO) - \$	
# - Altered Public Owned (APO) - \$	
# - Accessory Building (A) - \$	
# - Remodel Accessory Building (RA) - \$	
# - Mobile Home (MH) - \$	
# - Demo - \$	
# - Void	
# - Swimming Pool, Paving, Signs, Billboards (Other) - \$	

RR+E44;Q56

tspeelmon@milescitymt.gov

From: bjanshen@sdiarch.com
Sent: Wednesday, May 27, 2026 9:57 AM
To: tspeelmon@milescitymt.gov
Cc: 'Jody Kinsey'; mtoennis@sdiarch.com; drice@milescitymt.gov
Subject: MCWTP Re-Roof - Bid Tab and Recommendation
Attachments: 2026003_Bid Tab_05-27-2026.pdf

Tom and City –

See attached for our bid tabulation of the bids received last night.

As suspected, Empire Roofing had submitted a bid modification to adjust their bid – it went to Tom's old email which is what we had listed in the Instructions to Bidders, so it was missed ahead of the bid opening.

Based on the timestamp of the bid modification (see below), I see no issue with honoring the modification and will certainly have that discussion with any disgruntled contractor if they are to raise any concerns but I do not anticipate that happening.

From: mike@empireroofingmt.com <mike@empireroofingmt.com>
Sent: Tuesday, May 26, 2026 3:52 PM
To: tspeelmon@milescity-mt.org
Subject: Water Plant Re-Roof Bid Modification

Tom

Attached is a bid modification for the Water Plant Re-Roof project. Let me know if you have any questi

Michael Enderson

Also, another bid came in this morning which we should be rejecting for several reasons – the most important being that it was after the deadline.

Based on the bona fide bids and the modification received, **I am recommending the City award the project to Empire Roofing based on their bid being the lowest, responsible bid received for the project.**

If anyone has any questions while the City processes this information and makes their decision, please let me know.

Once I hear back on the final decision, I will get Contracts and such rolling accordingly.

Thanks!

Brandon Janshen, AIA
 principal architect

SDI Architects + Design

909 main street
miles city, montana 59301
o: 406 . 234 . 0777
c: 406 . 853 . 2824
www.sdiarch.com

Section 7, Item A.



Virus-free. www.avg.com

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 12TH DAY OF MAY, 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.

3

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

**Purchasing Policy Guidelines for the City of Miles City
May 2026**

Amount of Purchase	Policy/Process	Documentation Required
<p>A. Under \$9,999<u>50,001</u></p> <p>• Exception, see Below</p>	<p>1. Any manner deemed appropriate by department head manager.</p>	<p>1. Copy of invoice and signed purchase order or credit card receipt 2. Attach documentation to claim</p>
<p>B. \$10,000 to \$14,999</p> <p>• Exception, see Below</p>	<p>1. Secure telephone quotations from a minimum of three vendors, whenever possible. 2. Document if unable to obtain three quotations.</p>	<p>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.</p>
<p>C. \$15,000 to \$49,999</p> <p>• Exception, see Below</p>	<p>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</p>	<p>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</p>

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<p>BD. \$50,0001 to \$79,999</p>	<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 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
<p>CE. Over \$80,000 in equipment, supplies or construction costs</p>	<p>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.</p>	<ol style="list-style-type: none"> 1. All of the above, plus: <ul style="list-style-type: none"> • 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	Revenue Generated per Mill
#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.

ORDINANCE NO. 1404

AN ORDINANCE AMENDING SECTIONS 6-26 THROUGH 6-55, OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, RELATED TO BUSINESS LICENSES.

WHEREAS, the City Council has determined that the existing business licensing provisions within the Code of Ordinances of Miles City, Montana, should be amended.

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

Section 1. Sections 6-26 through 6-55 of the Code of Ordinances of Miles City, Montana, are hereby **AMENDED** to read as follows:

- **Sec. 6-26. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any trade, profession or occupation that occupies the time, attention and labor of a person for the purpose of a livelihood or a profit, whether conducted full-time, part-time, temporary, or from a residence which has received or which requires a home occupation permit. This definition does not include fundraising activities conducted by students in connection with school or extracurricular activities, or “lemonade stand” type sales conducted by children. This definition does not include private landlords, but does include property management companies, and private landlords who maintain office space open to the public. This definition does not include governmental entities, nonprofit organizations not engaged in regular commercial activity, or casual or isolated sales not conducted as a business.

License means, a license issued by the city to a qualified person and under which it shall be lawful for the licensee to operate the licensed business within the limitations set forth in this article, as a business or as a vendor, and shall exclude any business where the original issuer of said license is the State of Montana, as set forth in MCA 7-1-111(27).

Multi-Vendor Retail Establishment means a business that rents, leases, or licenses space to independent sellers for the purpose of offering goods or services to the public.

Vendor means a small retail seller who rents a space or a booth from a Multi-Vendor Retail Establishment, and who does not have control over the larger retail sale location. This definition does not include true consignment arrangements where the business facilitating the consignment controls the sales transaction, and not the owner of the consigned items.

- **Sec. 6-27. - Fees cumulative.**

The license fees provided for in this chapter are exclusive of and in addition to any other license fees chargeable by the city under any other provision of this chapter.

- **Sec. 6-28. - Interpretation of article.**

The provisions of this article shall not be construed to grant permission to conduct any illegal business, trade or profession; to conduct any business, trade or profession in an unlawful manner; or to grant immunity from regulation to any business, trade or profession. The fact that a business has been issued a license in accordance with this article is not an endorsement of the business by the City of Miles City.

- **Sec. 6-29. - Payment of fees; refunds.**

All license fees are payable in advance. Nothing in this article shall be construed so as to entitle a licensee to a refund of any portion of the license fee in the event of the discontinuance of the licensed business or the suspension or revocation of the license prior to the expiration of the period for which the fee has been paid.

The business license fee for conducting business under the provisions of this article shall be \$175 per annum for businesses employing less than 50 employees within the City of Miles City, and shall be \$500 per annum for businesses employing 50 or more employees within the City of Miles City. Any Multi-Vendor Retail Establishment shall be required to have a business license, and each vendor operating from within the retail location shall obtain a separate vendor license. The fee for a vendor license shall be \$25 per annum.

- **Sec. 6-30. – Issuance, Term.**

Upon submitting a completed license application, and the payment of the required license fee to the city treasurer, the proposed licensee who has complied with the provisions of this Code relating to the business for which a license is required shall receive from the city clerk a license for such business. All business licenses shall be valid from July 1 through June 30 of each calendar year, and shall be renewed annually. The City shall prorate the fees of any new business or vendor license obtained after January 1 of any given year by 50%.

- **Sec. 6-31. - Contents.**

All city licenses shall contain the following information:

- (1) The name and residential address of the licensee.
- (2) The name and address of the licensed premises.
- (3) The ordinance number of the city ordinance under which the license is issued.
- (4) The date of issuance and expiration of the license.
- (5) The fee paid for the license.
- (6) All other information required by the provisions of this article.

- **Sec. 6-32. - Denial; revocation.**

The city council hereby reserves the right to revoke or refuse issuance of any city license when the council, by resolution or affirmative vote of two-thirds of all the members of the city council, which is approved by the mayor and attested by the city clerk, shall deem it best for the public interest to do so, or whenever the licensee violates any of the provisions of this article or any of the city ordinances which regulate the business so licensed.

- **Sec. 6-33. - Expiration.**

All licenses which are issued pursuant to this article shall expire on June 30 of each year, unless provided otherwise by the provisions of this chapter.

- **Sec. 6-34. - Renewal.**

Any person holding a license which has been issued pursuant to the provisions of this article may renew such license for the following period by paying the city treasurer, on or before the first day of the period for which the license is to be renewed, the license fee required by this article for the license.

- **Sec. 6-35. - Display.**

It shall be the duty of any person holding a license that has been issued pursuant to this article to post such license in a conspicuous place on the premises for which such license was issued, unless specified otherwise by the provisions of this chapter. Such person shall ensure that the license remains posted until expiration of the license.

- **Sec. 6-36. - Transfer.**

Any licenses issued pursuant to this article shall not be transferable. Every such license is separate and distinct, and no person except the licensee named therein shall exercise any of the privileges granted thereunder. All such licenses are applicable only to the premises for which they are issued, except that a transfer of any such license may be made pursuant to a written application to the city council, unless specified otherwise by the provisions of this chapter.

- **Sec. 6-37. - Inspections.**

The City of Miles City shall conduct inspections of licensed businesses not less than annually. These inspections may include fire, building, or other inspections, as determined by the City.

- **Sec. 6-38. - Penalty for violation of article.**

(a) Any person who violates the provisions of this article shall be deemed guilty of a municipal infraction and shall have imposed a civil penalty of not more than \$300.00 for a first infraction, and not more than \$500.00 for any repeat infraction.

(b) City licenses that are not renewed by September 1 annually shall incur a late fee of twice the license fee required in each provision of this article.

(c) Each day of failure to comply with the provisions of this division may constitute a separate offense.

(c) Each day of failure to comply with the provisions of this division may constitute a separate offense.

- **Secs. 6-39—6-55. - Reserved.**

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

Said Ordinance read and put on its passage this 12th day of May, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 26th day of May, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

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

Use this form to apply for one or all local, state, or federal permits listed below. "Information for Applicant" includes agency contacts and instructions for completing this application. To avoid delays, submit all required information, including a project site map and drawings. Incomplete applications will result in the delay of the application process. Other laws may apply. It is the applicant's responsibility to obtain all permits and landowner permission, when applicable, before beginning work.

✓	<u>PERMIT</u>	<u>AGENCY</u>	<u>FEE</u>
	310 Permit	Local Conservation District	No fee
X	SPA 124 Permit	Department of Fish, Wildlife and Parks	No fee
	Floodplain Permit	Local Floodplain Administrator	Varies by city/county (\$25 - \$500+)
X	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers	Varies (\$0 - \$100)
X	318 Authorization 401 Certification	Department of Environmental Quality	\$250 (318); \$400 - \$20,000 (401)
	Navigable Rivers Land Use License or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	License \$25; Easement \$50, plus annual fee

A. APPLICANT INFORMATION

NAME OF APPLICANT: City of Miles City
 Has the landowner consented to this project? Yes No
 Mailing Address: P.O. Box 910 Day Phone: 406 874-8602
 Physical Address: 17 So. 8th Evening phone: _____
 City/State/Zip: Miles City MT 59301 E-Mail: City Clerk@MilesCity.Mt.Gov

NAME OF LANDOWNER (if different from applicant): _____
 Mailing Address: _____ Day Phone: _____
 Physical Address: _____ Evening Phone: _____
 City/State/Zip: _____ E-Mail: _____

NAME OF CONTRACTOR/AGENT (if one is used): _____
 Mailing Address: _____ Day Phone: _____
 Physical Address: _____ Evening Phone: _____
 City/State/Zip: _____ E-Mail: _____

B. PROJECT SITE INFORMATION

NAME OF STREAM or WATER BODY at project location Town Nearest Town Miles City
 Address/Location: _____ Geocode (if available): _____
 _____ 1/4 _____ 1/4 _____ 1/4, Section _____, Township _____, Range _____ County Custer
 Longitude _____, Latitude _____

The state owns the beds of certain state navigable waterways. Is this a state navigable waterway? Yes or No.
 If yes, send copy of this application to appropriate DNRC land office – see Information for Applicant.

ATTACH A PROJECT SITE MAP OR A SKETCH that includes: 1) the water body where the project will take place, roads, tributaries, landmarks; 2) a circled "X" representing the exact project location. IF NOT CLEARLY STATED ON THE MAP OR SKETCH, **PROVIDE WRITTEN DIRECTIONS TO THE SITE.**

This space is for all Department of Transportation and SPA 124 permits (government projects).

Project Name _____
 Control Number _____ Contract letting date _____
 MEPA/NEPA Compliance Yes No If yes, #14 of this application does not apply.

C. PROJECT INFORMATION

1. TYPE OF PROJECT (check all that apply)

- Bridge/Culvert/Ford Construction
- Bridge/Culvert/Ford Removal
- Road Construction/Maintenance
- Bank Stabilization/Alteration
- Flood Protection
- Channel Alteration
- Irrigation Structure
- Water Well/Cistern
- Excavation/Pit
- Fish Habitat
- Recreation (docks, marinas, etc.)
- New Residential Structure
- Manufactured Home
- Improvement to Existing Structure
- Commercial Structure
- Wetland Alteration
- Temporary Construction Access
- Other _____
- Mining
- Dredging
- Core Drill
- Placement of Fill
- Diversion Dam
- Utilities
- Pond
- Debris Removal

2. PLAN OR DRAWING of the proposed project **MUST** be attached. This plan or drawing must include:

- a plan view (looking at the project from above)
- dimensions of the project (height, width, depth in feet)
- location of storage or stockpile materials
- drainage facilities
- an arrow indicating north
- a cross section or profile view
- an elevation view
- dimensions and location of fill or excavation sites
- location of existing or proposed structures, such as buildings, utilities, roads, or bridges

3. IS THIS APPLICATION FOR an annual maintenance permit? Yes No
(If yes, an annual plan of operation must be attached to this application – see “Information for Applicant”)

4. PROPOSED CONSTRUCTION DATE. Include a project timeline. Start date ____/____/____
Finish date ____/____/____ Is any portion of the work already completed? Yes No
(If yes, describe the completed work.)

5. WHAT IS THE PURPOSE of the proposed project?

To provide water for city pool

6. WHAT IS THE CURRENT CONDITION of the proposed project site? Include a description of the existing vegetation, bank condition, bank slope, and height. What other structures are nearby?

Stable City has Portment Pump in place (since the 1940's)

7. PROVIDE A BRIEF DESCRIPTION of the proposed project.

to divert water from taung River thru Soalan Lake (Swimming pool) to Cook lake & Back into taung River (Less than 300 yards Down River from pump)

8. PROJECT DIMENSIONS. How many linear feet of bank will be impacted? How far will the proposed project encroach into and extend away from the water body?

9. VEGETATION. What type and how much vegetation will be removed or covered with fill material?

NONE

10. **MATERIALS.** Describe the materials to be used and how much.

Cubic yards/Linear feet

Size and Type

Source

11. **EQUIPMENT.** What equipment is proposed to be used for the work? Where and how will the equipment be used on the stream bank and/or the waterbody?

12. **CONSIDER THE IMPACTS OF THE PROPOSED PROJECT, EVEN IF TEMPORARY.** Describe planned efforts during and after construction to:

- Minimize erosion, sedimentation, or turbidity?
- Minimize stream channel alterations?
- Minimize effects to stream flow or water quality caused by materials used or removal of ground cover?
- Minimize effects on fish and aquatic habitat?
- Minimize risks of flooding or erosion problems upstream and downstream?
- Revegetate/protect existing vegetation and control weeds?

13. **WHAT ARE THE NATURAL RESOURCE BENEFITS** of the proposed project?

14. **LIST ALTERNATIVES** to the proposed project. Why was the proposed alternative selected?

D. ADDITIONAL INFORMATION FOR SECTION 404, SECTION 10, AND FLOODPLAIN PERMITS. If applying for a Section 404 or Section 10 permit, fill out questions 1-3. If applying for a floodplain permit, fill out questions 3-6. (Additional information is required for floodplain permits – See “Information for Applicant.”)

1. Will the project involve placement of fill material in a wetland? If yes, describe. How much wetland area will be filled? Calculate the area impacted by fill activity or other disturbance. Note: A delineation of the wetland may be required.

2. If there is a plan for compensatory mitigation, describe the location, type, and amount of proposed mitigation. Attach additional sheet if necessary.

3. List the names and address of landowners adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

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

5. Floodplain Map Number _____

6. Does this project comply with local planning or zoning regulations? Yes No

E. SIGNATURES/AUTHORIZATIONS

Each agency must have original signatures signed in blue ink.

After completing the form, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. I possess the authority to undertake the work described herein or I am acting as the duly authorized agent of the landowner. I authorize inspection of the project site after notice by inspection authorities.

APPLICANT:
Print Name: _____

LANDOWNER:
Print Name: _____

Signature of Applicant Date

Signature of Landowner Date

*CONTRACTOR/AGENT:
Print Name: _____

Signature of Contractor/Agent Date

*Contact agency to determine if contractor signature is required.

City of Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

Tom Clarke * Ren Gardner * Todd Gillette * Chris Grenz * Brandon Janshen

Kenneth Stein * Jason Strouf

Miles City Downtown Urban Renewal Agency Board of Commissioners

Minutes of Special Meeting Held June 4, 2026

CALL TO ORDER

Meeting was called to order at 2:00 P.M. by Board of Commissioners Chair Gillette; a quorum was established.

Members Present: Tom Clarke, Todd Gillette, Chris Grenz, and Ken Stein. Also present: guests Marc and Vicki Leesburg and Miles City Star representative Keenan Stites.

CITIZEN REQUESTS

None

REPORTS

None

NEW BUSINESS

1. TIFD Business Assistance Grant Application: Historic Miles City Saddlery, LLC/Marc and Vicki Leesburg

The commissioners reviewed an application from Historic Miles City Saddlery, LLC for a TIFD business assistance grant related to the replacement of parking area concrete adjacent to the alleyway behind its 808 Main Street retail facility. The project will raise and reslope the parking area to prevent rainwater from entering and causing damage to the historic building. The project qualifies for TIF participation under MCA 7-15-4288, "the acquisition, construction, and improvement of public improvements or infrastructure" within the urban renewal area. Infrastructure improvements related to drainage, storm water control, parking areas, and mitigation of water damage are cited within the application as being consistent with TIFD goals and statutory purposes.

Commissioner Clarke noted that the geocode given for the property should be 14-1740-33-1-13-08-0000, rather than the geocode provided within the application.

After discussion, a motion to award a TIF grant to Historic Miles City Saddlery, LLC in the amount of \$13,648.43, or 70% of the total project cost of \$19,497.75, subject to City Council approval, was made by Commissioner Clarke, seconded by Commissioner Grenz, and unanimously carried.

Miles City Downtown Urban Renewal Agency

CITY OF MILES CITY, MONTANA

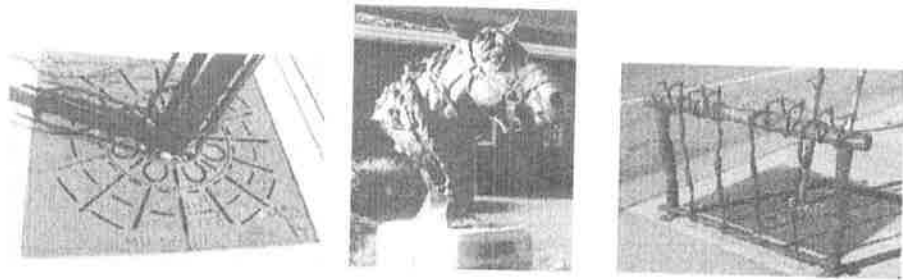
Tom Clarke * Ren Gardner * Todd Gillette * Chris Grenz * Brandon Janshen

Kenneth Stein * Jason Strouf

AGENDA

Downtown Urban Renewal District Agency
Board of Commissioners
Special Meeting
Thursday, June 4, 2026
2:00 P.M.
City Hall Conference Room

- **CALL TO ORDER**
- **CITIZEN REQUESTS**
- **NEW BUSINESS**
 1. Request for TIFD Business Assistance Grant – Marc and Vicki Leesburg, Miles City Saddlery, 808 Main Street
- **OLD BUSINESS**
- **PUBLIC COMMENT**
- **MEMBER ROUND TABLE**
- **ADJOURNMENT**



CITY OF MILES CITY DOWNTOWN URBAN RENEWAL DISTRICT BUSINESS ASSISTANCE GRANT – PRE-APPLICATION

(Please complete all applicable information)
 (The Board may reject the pre-application or request more information if deemed incomplete)
 (Note: all information submitted for consideration will be accessible to the public)

BUSINESS INFORMATION

Name of Applicant: Marc & Vicki Leesburg

Business Name: Historic Miles City Saddlery

Business Mailing Address: 808 Main Street

Business Description/Purposes: Western Retail

Project Physical Address: 808 Main Street – Alley

Project Address Geocode: 46.40687, -105.84743

Principal Contact: Marc or Vicki

Phone: 406-690-3623, 406-581-7922

E-Mail: vintageandrustics@hotmail.com

Tax ID #: 99-0729835

Business Type (C-Corp, S-Corp, LLC, Partnership, etc.): LLC

Date Business Formed: August, 1909

Date Property Acquired: January, 2024

Property Insurance Carrier: Federated Insurance

PROJECT INFORMATION

(See GRANT MATCH REQUIREMENT GUIDELINES for current match requirements.)

Proposed project description:

Replace parking area concrete behind the store. Hoping to do this at the same time that alley reconstruction is taking place to enhance efficiencies and stop water flow and damage to the building.

Explain how this project fits within the District's purview as defined by State statute and explained in the "City of Miles City Downtown Urban Renewal Plan":

The proposed replacement of a small concrete parking lot to improve stormwater mitigation and prevent water damage to a historic downtown building and operating business falls squarely within the purpose and allowable uses of Tax Increment Financing (TIF) under Montana law and the Miles City Downtown Urban Renewal Plan.

Under Montana's Urban Renewal and TIF statutes, municipalities are authorized to use TIF revenues for projects that address blight, improve public infrastructure, preserve economic vitality, and support redevelopment within an established urban renewal district. Montana Code Annotated § 7-15-4288 specifically allows TIF funds to be used for "the acquisition, construction, and improvement of public improvements or infrastructure" within an urban renewal area. Infrastructure improvements related to drainage, stormwater control, parking areas, and mitigation of water damage are consistent with these statutory purposes.

The Miles City Downtown Urban Renewal Plan further reinforces these objectives. The Plan identifies several goals directly applicable to this project, including:

- promoting historic preservation;
- encouraging private enterprise;
- promoting a vital downtown business district;
- improving public infrastructure;
- expanding and improving transportation resources including parking; and
- reducing blight and economic decline. (MEET-Packet-024a59f74e604947b3624e81eb664f11.pdf)

Replacing an aging or impermeable concrete parking surface with infrastructure designed to better manage stormwater runoff directly supports these adopted goals. Water infiltration and drainage failures can contribute to structural deterioration, foundation damage, unsafe pedestrian conditions, and long-term degradation of historic properties. Mitigating these issues helps preserve the physical integrity and economic viability of downtown historic buildings, which is one of the core purposes of the urban renewal district.

Additionally, because the parking lot serves a downtown commercial property and business activity, the project supports continued economic use of the property and helps maintain the vitality of the downtown district. The Urban Renewal Plan expressly contemplates TIF participation in infrastructure and parking improvements that stimulate reinvestment and protect downtown assets. (MEET-Packet-024a59f74e604947b3624e81eb664f11.pdf)

The project also aligns with the broader intent of TIF financing in Montana, which is to reinvest increment revenues back into district infrastructure and redevelopment needs in order to combat deterioration and encourage long-term economic stability. Montana guidance on TIF districts specifically recognizes parking improvements, infrastructure upgrades, and historic preservation

efforts as eligible urban renewal activities.
(<https://mdt.mt.gov/research/toolkit/m1/ftools/fd/tifd.aspx?u>).

Accordingly, a project that replaces a deteriorating concrete parking lot with improved stormwater mitigation infrastructure to protect a historic downtown building and active business is consistent with both:

1. the statutory authority granted under Montana urban renewal and TIF law; and
2. the stated goals and implementation framework of the Miles City Downtown Urban Renewal Plan.

Estimated Project Start Date: June 10, 2026

Estimated Project Completion Date: End of June, 2026

Estimated Project Cost: \$19,497.75

Business Assistance Request: \$13,648.43 *10%*

CERTIFICATION

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

Name: Marc Leesburg

Signature: 

Title: Owner/member

Date: 5/29/2026

Name: Vicki Leesburg

Signature: 

Title: Owner/Member

Date: 5/29/2026

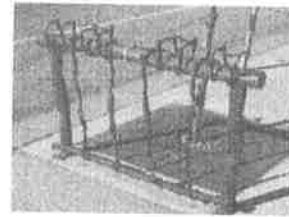
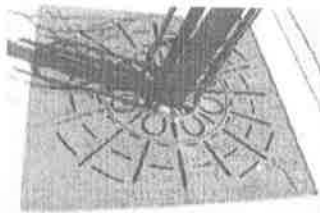
Return grant PRE-APPLICATION as follows:

By email (preferred): mcdura@milescitymt.gov

By mail: *Miles City Downtown Urban Renewal Agency (MCDURA)
PO Box 901
Miles City, MT 59301*

In person: *Miles City Downtown Urban Renewal Agency (MCDURA)
17 S. 8th Street
Miles City, MT 59301*

***** Applicant may submit additional information if they feel it will support their request. *****



CITY OF MILES CITY DOWNTOWN URBAN RENEWAL DISTRICT BUSINESS ASSISTANCE GRANT – APPLICATION

(Please complete and attach all requested information – check boxes are the indication)
(The Board may reject the application or request more information if deemed incomplete)
(Note: all information submitted for consideration will be accessible to the public)

ADDITIONAL BUSINESS INFORMATION

Legal Business Owners:

Shareholders/Partners	Mailing Address	Owned
Marc Leesburg	24 Agate Drive, Miles City MT 59301	50%
Vicki Leesburg	24 Agate Drive, Miles City MT 59301	50%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

ADDITIONAL EMPLOYMENT INFORMATION

Number of Retained Positions:

Full Time: 3
Part Time: 3
Average Hourly Wage: \$17.20

If applicable, Number of New Positions to be Created:

Full Time: Click or tap here to enter text.
Part Time: Click or tap here to enter text.
Average Hourly Wage: Click or tap here to enter text.

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

Clothing allowance and discount, meals, drinks, dessert at neighboring location

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

ADDITIONAL PROJECT INFORMATION

Project Architectural or Engineering Firm (if applicable): Click or tap here to enter text.

Primary Architectural or Engineering Contact: Haynes Enterprises, LLC

Address: 2400 Plaza Blvd Miles City, MT 59301

Phone: (406) 234-5296

Email: curbmt@hotmail.com

Project Contractor (if applicable): Haynes Enterprises, LLC

Primary Contractor Contact: Spencer Haynes

Address: 2400 Plaza Blvd Miles City, MT 59301

Phone: (406) 234-5296

Email: curbmt@hotmail.com

To the applicant's knowledge, has said architect/engineer or contractor ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last 10 years? (If yes, please explain)

NO

ADDITIONAL PROJECT BUDGET

(See GRANT MATCH REQUIREMENT GUIDELINES for current match requirements.)

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

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

Attachment 3: Attach letters of credit and associated documentation from each lender showing: Lender, Loan Amount (\$), Interest Rate (%), Term (Years), and Payment (\$/Period).

BUSINESS AND FINANCIAL INFORMATION

The following business or personal financial information is required in addition to that requested above and below for the Board to consider your application:

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

Annual Amount of Property Taxes: \$6,750.37

Are Property Taxes Current? (if no, please explain):
YES

Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? (if yes, please explain and fill out the other content)
NO

Name: Click or tap here to enter text.
Date Adjudicated: Click or tap here to enter text.

Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past 10 years? (if yes, please explain and fill out the other content)
NO

Date: Click or tap here to enter text.
Charge: Click or tap here to enter text.
Court: Click or tap here to enter text.
Final Disposition: Click or tap here to enter text.
Location: Click or tap here to enter text.

Project Financial Lender: Self

Primary Lender Contact: Marc & Vicki Leesburg

Address: 24 Agate Drive, Miles City MT 59301

Phone: 406-690-3623 or 406-581-7922

Email: vintageandrustics@hotmail.com

CERTIFICATION

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

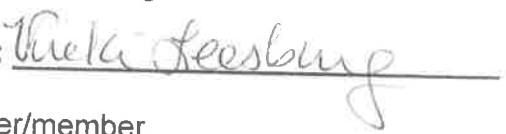
Name: Marc Leesburg

Signature: 

Title: Owner/member

Date: 5/29/2026

Name: Vicki Leesburg

Signature: 

Title: Owner/member

Date: 5/29/2026

Required attachments:

- Attachment 1 (Project Budget): Excel spreadsheet with a detailed itemized Project Budget, including all architectural design/supervision, permitting and other associated fees. (Please provide an electronic version to the TIFD Board Coordinator as well)
- Attachment 2 (Bids/Quotes/Estimates): Bids/Quotes/Estimates for each proposed project expense listed in the Itemized Project Budget.
- Attachment 3 (Lender Commitments): Attach letters of credit and associated documentation from each lender showing: Lender, Loan Amount (\$), Interest Rate (%), Term (Years), and Payment (\$/Period).

Other Attachments as applicable:

- Excel spreadsheet briefly listing and describing the job classifications with the average wage noted by each job classification and a schedule of when the positions are anticipated to be created and filled.
- Shareholder financial statements and capacities
- Business Plan
- Pro Forma
- Balance Sheet
- Income Statement
- Additional Financial Information as requested

Return grant APPLICATION as follows:

By email (preferred): mcdura@milescitymt.gov

By mail: *Miles City Downtown Urban Renewal Agency (MCDURA)*
PO Box 901
Miles City, MT 59301

In person: *Miles City Downtown Urban Renewal Agency (MCDURA)*
17 S. 8th Street
Miles City, MT 59301

***** Applicant may submit additional information if they feel it will support their request. *****



Section 10, Item B.

Estimate

Date 5/27/2026
Estimate # 1487

Name / Address

Miles City Saddlery
808 Main St
Miles City, MT 59301

HAYNES ENTERPRISES LLC
86 AGATE DRIVE
MILES CITY, MT 59301

WWW.CURBMT.COM
CURBMT@HOTMAIL.COM
406-234-5296

P.O. #

Terms

Due on receipt

Due Date

5/27/2026

Project

Item	Description	Qty	Rate	Total
Demo	Use of machinery and labor to demo concrete and dispose, Does not include any additional over x above 4"	1,125	4.35	4,893.75
Flatwork 6"	Flatwork 6" on City right away 6 sack mix with Fibermesh 15x75 includes up to 4" compacted road base	1,125	9.55	10,743.75
Rebar 1/2"x20'	Rebar 1/2"x20'	65	10.35	672.75
Labor	Install and Tie rebar with rebar support chairs	1,125	1.50	1,687.50
Sub-Contractor	Pump truck of needed (allowance) \$\$\$ No permit required as this is not in the right of way	1	1,500.00	1,500.00

Total \$19,497.75

THANK YOU, IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL! SPENCER HAYNES



User Group Request Application

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

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

Event Type (Please provide details on the back of this form): MILES CITY LITTLE GUY FOOTBALL	
Park/Field Requested: BENDER PARK FIELDS 1 & 2	
Date(s) Requested (provide schedule): What timeframe are you requesting for practices and games (start and end dates): 9/1/26 - 10/31/26 (9/1/27 - 10/31/27)	
Name of Organization: MC LITTLE GUY FOOTBALL	
Primary Contact Person: DALTON REID	
Phone Number: (406) 853-2848	
Email Address: djreid10@gmail.com	
Mailing Address: PO Box 815	
Secondary Contract Person: KARL DRGA	
Phone Number: 853-5715	
Email Address: KDRGA99@gmail.com	
Mailing Address:	

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

Processing Fee	\$25.00
Park Use Fee (determined from Parks Policy Manual)	\$250
Damage Deposit (Refundable) <ul style="list-style-type: none"> • If there will be canopies/tents at your event or if you are using a rental company, an additional deposit maybe needed. • A walk through is required before and at the end of any season. 	\$500
Alcohol Waiver <ul style="list-style-type: none"> • Refer to Parks Policy Manual 	None
Liability Insurance (information provided in the Parks Policy Manual) <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured • Meets all information in Ordinance # 1393 and in the Parks Policy Manual 	Need to provide proof
Insurance Endorsement Statement <ul style="list-style-type: none"> • Naming the City of Miles City, Its Officers, and Agents as additionally Insured. 	Needed
Has read and will meet all requirements within Parks Policy Manual	Yes
Signed agreement detailing the event	Yes

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

Insurance Endorsement Statement

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

City of Miles City Address to be used on Insurance Documentation

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

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

Please provide event details or further information here.

USE OF BENDER PARK FIELD 1 FOR GAMES/PRACTICE

This application does not guarantee approval. If approved by council, the applicant/organization will need to sign the Park User Permit.

RESOLUTION NO. 4690

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE TOWN OF TERRY FOR STRUCTURE FIRE RESPONSE.

WHEREAS, the City of Miles City and the Town of Terry each operate a fire department;

AND WHEREAS, the City of Miles City and Town of Terry find it mutually beneficial to enter into a mutual aid agreement for the assistance of the other agency for responses to structure fires;

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

1. The “Mutual Aid Agreement for Structure Fire Responses – Miles City” between the City, and the Town of Terry, 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; and

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 9th DAY OF JUNE, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

Mutual Aid Agreement for Structure Fire Responses Miles City

This Mutual Aid Agreement (the "Agreement") is made and entered into as of June 9th 2026, by and between the Town of Terry and Miles City (collectively referred to as the "Parties") both of Montana.

Purpose:

The purpose of this Agreement is to establish a framework for mutual aid between the Town of Terry and Miles City concerning responses to structure fires and hazardous materials incidents ensuring effective and timely assistance during emergencies.

1. Definitions:

For purposes of this Agreement, the following definitions apply:

- "Structure Fire" refers to any fire that involves a building or other structure, including but not limited to residential, commercial, and industrial properties.

- "Hazardous materials" NFPA 400 defines a hazardous material as:

A chemical or substance that is classified as a physical hazard material or a health hazard material, whether the chemical or substance is in usable or waste condition.

- "Apparatus" refers to firefighting vehicles and equipment utilized by either Party.

2. Responsibilities of the Parties:

- 2.1 Town of Terry:

- Will provide fire apparatus and personnel when available, in response to structure fires occurring in Miles City upon request.

- Will ensure that all responding personnel are adequately trained, use of the Incident Management System, personnel accountability system is in place, and that the apparatus is in working order.

- 2.2 Miles City:

- Will provide fire apparatus and personnel when available, in response to structure fires occurring in the Town of Terry upon request.

- Will ensure that all responding personnel are adequately trained, use of the Incident Management System, personnel accountability system is in place, and that the apparatus is in working order.

3. Activation of Mutual Aid:

- A request for mutual aid can be initiated by either Party when the responding agency is unable to manage the incident with its available resources.
- Activation of this Agreement should occur via radio communication, with a clear indication of the emergency and specific resources needed.

4. Operational Coordination:

- Personnel responding under this Agreement will operate under the incident command system established by the responding agency.
- The requesting agency will retain overall command of the situation and will coordinate the deployment and utilization of mutual aid resources.

5. Cost Sharing:

- Each participating agency is responsible for its own costs incurred while responding under this Agreement unless otherwise agreed upon in writing.

6. LIABILITY/INDEMNIFICATION:

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring because of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and for the death of, or injury to, its personnel, whether such incidents occur within the boundaries described herein. To the extent allowed by law, each department shall indemnify, defend, and hold harmless all other parties from damages, claims, demands, suits, judgments, costs, and expenses arising from loss or damage to private property and/or the death of or injury to private persons, whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand any immunity granted by law to any party.

Each party also waives all claims against the other for compensation for any property loss or damage, and/or personal injury or death occurring from any negligent acts, conduct, instructions, or commands given by the individual assuming command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions, or commands given by an officer in their capacity as Incident Commander, which are later determined to have been grossly negligent, willful, wanton, or reckless.

7. Duration of Agreement:

- This Agreement shall remain in effect for an indefinite period from the date of execution and may be renewed upon mutual written consent of both parties for revision.

8. Amendments:

- This Agreement may be amended only by mutual written agreement signed by both Parties.

9. Termination:

- Either Party may terminate this Agreement with a written notice of 30-days to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Aid Agreement to be executed by their duly authorized representatives as of the day and year first above written.

10. Montana Code Annotated 2023

TITLE 2. GOVERNMENT STRUCTURE AND ADMINISTRATION

CHAPTER 9. LIABILITY EXPOSURE AND INSURANCE COVERAGE

Part 1. Liability Exposure

Limitation On Governmental Liability For Damages In Tort

2-9-108. Limitation on governmental liability for damages in tort. (1) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of an act or omission of an officer, agent, or employee of that entity in excess of \$750,000 for each claim and \$1.5 million for each occurrence.

(2) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of negligence of an officer, agent, or employee of that entity by a person while the person was confined in or was otherwise in or on the premises of a correctional or detention institution or facility to serve a sentence imposed upon conviction of a criminal offense. The immunity granted by this subsection does not extend to serious bodily injury or death resulting from negligence or to damages resulting from medical malpractice, gross negligence, willful or wanton misconduct, or an intentional tort. This subsection does not create an exception from the dollar limitations provided for in subsection (1).

(3) An insurer is not liable for excess damages unless the insurer specifically agrees by written endorsement to provide coverage to the governmental agency involved in amounts in excess of a limitation stated in this section, in which case the insurer may not claim the benefits of the limitation specifically waived.

History: En. Sec. 2, Ch. 22, Sp. L. June 1986; amd. Sec. 1, Ch. 337, L. 1997.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Aid Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Town of Terry Mayor

Town of Terry Fire Chief

Name:

Name:

Date:

Date:

Miles City Mayor

Miles City Fire Chief

Name:

Name:

Date:

Date:

RESOLUTION NO. 4691

A RESOLUTION APPROVING A MONTANA DEPARTMENT OF COMMERCE EMERGENCY TOURISM ASSISTANCE GRANT IN THE AMOUNT OF \$50,000 TOWARD PURCHASE OF FIRE ENGINE AND ACCESSORIES.

WHEREAS, the City of Miles City has been awarded a Montana Department of Commerce – Montana Emergency Tourism Assistance Grant in the amount of \$50,000 to be used to help fund the purchase of a fire engine and accessories;

AND WHEREAS, a contract governing said grant has been presented to the City for approval;

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

1. The “MONTANA DEPARTMENT OF COMMERCE MONTANA EMERGENCY TOURISM ASSISTANCE PROGRAM CONTRACT #MT-METAP-26-006” agreement, attached hereto as Exhibit “A,” is hereby approved and adopted by this Council.

2. The Fire Chief is hereby authorized to execute the same, and to bind the City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9TH DAY OF JUNE, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
MONTANA EMERGENCY TOURISM ASSISTANCE PROGRAM
CONTRACT #MT-METAP-26-006**

This agreement (“Contract”) is entered into by the Montana Department of Commerce (“Department”), and the City of Miles City (“Grantee”), (collectively, the “Parties”).

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of the Contract is to provide funding to the Grantee for activities approved by the Department through the Montana Emergency Tourism Assistance Program (“METAP” or “Program”), which the 2025 Montana Legislature authorized by passing Senate Bill 409 (“SB 409”) and which later was signed into law by Governor Greg Gianforte on May 13, 2025 (Chapter 605, Laws 2025).

Section 2. AUTHORITY

This Contract is issued under authority of § 90-1-122 and 15-65-121(2)(g), Montana Code Annotated (“MCA”).

Section 3. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the “Project”) is incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *METAP Grant Application and Guidelines* maintained by the Department.
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 7 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out

any portion of this Contract expends in violation of: (i) the terms of this Contract; (ii) the statutes, and regulations governing the Program; (iii) or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the Parties and will terminate on May 31, 2027 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between March 31, 2026 and March 31, 2027. All requests for reimbursement must be submitted to the Department within sixty (60) days before May 31, 2027.
- (c) Project activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to May 31, 2027.

Section 6. SCOPE OF WORK

The Grantee agrees to engage in Project activities as set forth in the Grantee's application for Program assistance. The Grantee will use Program funds for the following major components of the Project:

- Purchase fire engine and accessories for the City of Miles City Fire and Rescue

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$50,000.
- (b) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request and Department approval.

- (c) Any authorized funds not expended under this Contract or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and may be used to finance other Program projects.

Section 8. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. The Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Paige Bowsher (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2752
paige.bowsher2@mt.gov

For the Grantee:

Eddy Kanduch (or successor)
Fire Chief, City of Miles City
17 S. 8th Street
Miles City, MT 59301
406-436-2235
ekanduch@milescity-mt.org

Section 9. METHOD OF REIMBURSEMENT

- (a) The Department will use Program funds to fund Project activities for Grantees that have received a notice of award from the Department. The Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement of funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee on an actual cost basis for eligible Project costs incurred on or after the date identified in Section 6(b) upon the successful completion of activities set forth in Section 7. All reimbursements must be supported by adequate documentation requested by the Department and provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *METAP Grant Application and Guidelines*, or any expenses not adequately supported in writing by the Grantee's records.
- (e) As set forth in Section 18. Termination of Contract, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

- (f) The Department is allowed thirty (30) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (g) The Department may reduce the Grantee's amount of Project funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (h) If the Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (j) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 10. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's office.
- (b) The Grantee agrees to provide the Department, Montana Legislative Auditor, or their authorized agents, information relevant to this Contract or access to any records related to the Project or otherwise necessary to determine Contract compliance at no cost to the Department, the Montana Legislative Auditor, or their authorized agents.

Section 11. REPORTING REQUIREMENTS

Quarterly Progress Report: During the term of this Contract, Grantee will submit quarterly Project progress reports as described in the *METAP Grant Application and Guidelines* to the Department.

Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report as described in the *METAP Grant Application and Guidelines* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out to the Grantee.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 7 of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee with an opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the Parties' liaisons identified herein either by first class mail, electronic mail, or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee may not assign, transfer or subcontract any portion of this Contract without the Department's prior written consent. (§ 18-4-141, MCA). The Grantee is responsible to the Department for the acts and omissions of all Grantee's subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Grantee. No contractual relationships exist between any subcontractor and the Department under this Contract.

Section 16. CONTRACT AMENDMENT

The Contract may not be enlarged, modified, amended, or altered without a written agreement signed by all Parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason, including as permitted by § 18-4-313(4), MCA. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible

services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.

- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the sole responsibility of the Grantee. However, at its sole discretion, the Department may approve written requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract, at no cost to the Department.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the applicable provisions of §§ 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the Project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. The Grantee accepts responsibility for supplying, and requiring all subcontractors to supply, the Department proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. The Grantee agrees that neither the Grantee nor its employees are employees of the State. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the

Grantee and the Department. Both the Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, the Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns, or subcontractors. The State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's; for liability arising out of activities performed by or on behalf of the Grantee, including the insured's general supervision of the Grantee; products and completed operations; premises owned, leased, occupied, or used.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of no less than A-. The Department, P.O. Box 200523, Helena, MT 59620-0523, must receive all required certificates and endorsements within 10 days prior to the start date of the Project. The Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to require complete copies of

insurance policies at all times.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Grantee's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts subcontractor may be liable.

Claims under this provision also include those arising out of or in any way connected with the Grantee's breach of this contract, including any Claims asserting that any of the Grantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Grantee cannot certify this statement, attach a written explanation for review by the Department.

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for thirty (30) days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEVERABILITY

A declaration by any court, or any other binding legal forum, that any provision of the

Contract is illegal, or void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the Parties as a method of resolving disputes that would arise under this Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The Parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 25, Hold Harmless and Indemnification.

Remainder of the page intentionally left blank.

Section 32. INTEGRATION

The Contract contains the entire agreement between the Parties. No statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

The Parties through their authorized agents have executed this Contract on the dates set out below.

GRANTEE:

Eddy Kanduch, Fire Chief Date
City of Miles City

ATTEST:

Taran Harbaugh, Battalion Chief Date

DEPARTMENT:

Mandy Rambo, Deputy Director Date
Montana Department of Commerce

Exhibit A
Implementation Schedule

TASK	MONTH
PROJECT START UP	
Preparation of MDOC Contract	April 2026
PROCUREMENT OF PROFESSIONAL ASSISTANCE	
Submit Request for Proposals to DOC for approval, if required	June 2026
Publish RFP	June 2026
Select professional	July 2026
Execute agreement with professional	July 2026
PROJECT IMPLEMENTATION	
Prepare draft deliverables	August 2026
Submit interim Request for Funds, Progress Report and draft deliverables	August 2026
Public review and comment	November 2026
Finalize deliverables	January 2027
PROJECT CLOSE OUT	
Submit final deliverables	April 2027
Submit final Request for Funds and Completion Report	May 2027

Exhibit B
Budget

	SOURCE: <i>METAP</i>	SOURCE: <i>Local</i>	TOTAL
Professional Services	\$50,000	\$150,000	\$200,000

RESOLUTION NO. 4692

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2026-2027.

WHEREAS, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with the Montana Department of Transportation;

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

1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 9TH DAY OF JUNE, 2026.

C.A Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk

May 13, 2026

Honorable Chris A. Grenz
City of Miles City
17th S. 8th St.
Miles City, MT 59301

Subject: Street Sweeping/Cleaning Agreement

Dear Sir,

Attached you will find the Street Sweeping/Cleaning Agreements for the period of July 1, 2026, to June 30, 2027.

Please review and sign the two original agreements in the appropriate space, please keep a copy for yourself and then send a copy back to me:

MDT
Sandy Johnson
PO Box 890
Glendive, MT 59330

If you have any questions, please feel free to give me a call at 406-345-8205.

Kind Regards,

Sandy Johnson
Area Admin. Supervisor
MDT-Glendive
406-345-8205

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

Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2026.

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

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

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

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2026, through October 15, 2027 and begin again on April 15, 2027 through June 30, 2027, approximately six months.

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

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

COSTS / PAYMENT: The costs associated with this Agreement shall be \$1800.00 per month for a period of six months beginning July 1, 2026, and ending June 30, 2027. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2027. MDT agrees to make payment within 20 calendar days of receipt of the billing.

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

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

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

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

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

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

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

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: [Signature] Date 5-11-2026
District Administrator

CITY OF MILES CITY

By: C.A. Genz Date 5/28/26

Title: Mayor

Attest: Mary Powell
City Clerk

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

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

Street Sweeping Agreement

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

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By:  Date 5-11-2026
District Administrator

CITY OF MILES CITY

By: C.A. Gray Date 5/28/26

Title: Mayor

Attest: Mary Rowe
City Clerk

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

06/04/26
10:06:53

CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/26

Page: 1 of 17
Report ID: AP100

Section 10, Item G.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
141061	89978S 371 GENERAL DISTRIBUTING CO. 1 1631993 04/30/26 O2 on Account # 47473		61.05 61.05		36437	5510 10 420730	222	101000
141067	89979S 4417 GEOPLAND 1 MC-26-02 05/14/26 Plannning Srvcs-Apr/Mar 2026		9,068.50 9,068.50		37659	1000 36 411020	350	101000
141068	89980S 316 DATA IMAGING SYSTEMS, INC 1 18823+1898 04/30/26 Finance General		7,150.00 370.84			1000 3 410500	360	101000
	2 Finance & Administration Water		232.25			5210 25 430510	360	101000
	3 Finance & Administration Sewer		232.13			5310 29 430610	360	101000
	4 Mayor		123.60			1000 1 410200	360	101000
	5 Planning & Community Services		123.60*			1000 36 411020	360	101000
	6 Public Utilities Water		266.98			5210 23 430550	360	101000
	7 Public Utilites Sewer		266.98			5310 31 430630	360	101000
	8 Public Works Maint 204		175.51*			2510 107 430220	360	101000
	9 Public Works Maint 205		93.93*			2520 108 430220	360	101000
	10 Treasurer		123.60			1000 9 410540	360	101000
	11 TIF		123.60			2310 11 460462	360	101000
	12 Building Inspector		266.98*			2394 18 420531	360	101000
	13 18936 05/21/26 PD-new server		4,750.00		37900	1000 5 420140	350	101000
141071	89981S 4013 GCS BILLINGS 1 4839 04/30/26 April 26 Billing-ambulance		124.91 124.91		36454	5510 10 420730	350	101000
141138	89982S 4446 BIG SKY MENTAL HEALTH SERVICES, 1 03312026 03/19/26 MCPD-pysical test C.Scott		200.00 200.00		37865	1000 5 420140	350	101000
141149	-98821C 4010 FELT MARTIN P.C. 1 12909 03/04/26 Council-Parks/city-county		350.00 350.00*		36998	1000 2 410100	350	101000
141157	89983S 2910 TONGUE RIVER ELECTRIC 1 maybill 05/25/26 Southgate Lighting		809.94 595.00			2450 51 430263	341	101000
	2 AprMaybill 05/25/26 Government Hill		54.78			2850 105 420140	341	101000
	3 AprMaybill 05/25/26 Mildred Tower		160.16			2850 105 420140	341	101000
141158	89984S 394 BOSS INC 1 874061-0 05/27/26 Finance-printer		1,062.06 35.18*			1000 3 410500	220	101000
	2 05/27/26		35.17			5210 25 430510	210	101000
	3 05/27/26		35.17			5310 29 430610	210	101000
	4 871164-0 05/14/26 Finance-printer cartridge		110.99		36592	5210 25 430510	210	101000
	5 05/14/26		111.00			5310 29 430610	210	101000
	6 868420-0 04/30/26 Fire/Amb messagebooks		4.68		36433	5510 10 420730	210	101000
	7 04/30/26		7.31			1000 7 420460	210	101000
	8 870627-0 05/06/26 Amb hospital drop sheets		172.00		36433	5510 10 420730	210	101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/26

Page: 2 of 17
Report ID: AP100

Section 10, Item G.

Stockman Bank
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	05/06/26	Amb refusal reports	101.30			5510 10 420730	210	101000
10	869021-0 04/29/26	Building Insp printer	9.31		36758	2394 18 420531	214	101000
11	874062-0 05/27/26		16.89		36758	2394 18 420531	214	101000
12	868589-1 05/05/26	City Court pens	9.95		34838	1000 6 410300	210	101000
13	872949-0 05/19/26	PD print job-forms	234.95		37898	1000 5 420140	210	101000
14	871651-0 05/12/26	Dispatch-computer cord	16.99		37823	1000 5 420160	214	101000
15	871687-0 05/12/26	Dispatch-adapter for ATM set	73.98		37823	1000 5 420160	214	101000
16	872121-0 05/14/26	Dispatch-surge protector	34.99		37823	1000 5 420160	214	101000
17	874172-0 05/27/26	Dispatch-May copier fees	52.20*		37822	1000 5 420160	210	101000
141159	89985S	572 VERIZON WIRELESS	1,712.42					
1	6142952599 05/07/26	MDT Fees	320.08		37893	2850 105 420140	345	101000
2	6142952599 05/07/26	Cell phone fees	193.20*		37893	1000 5 420140	220	101000
3	6142952600 05/07/26	SIMS cards-all agencies	1,199.14		37821	2850 105 420140	345	101000
141160	89986S	498 CENTURY LINK	1,941.84					
1	05212026 05/21/26	9-1-1 Phone System	1,941.84		37826	2850 105 420140	345	101000
141161	-98832E	373 MASTERCARD	38,896.46					
1	05/12/26		10.87			1000 3 410500	210	101000
2	05/12/26		896.71			1000 5 420140	214	101000
3	05/12/26		254.96*			1000 5 420140	220	101000
4	05/12/26		371.10			1000 5 420140	226	101000
5	05/12/26		50.00			1000 5 420140	334	101000
6	05/12/26		72.87			1000 5 420140	311	101000
7	05/12/26		282.19*			1000 5 420140	366	101000
8	05/12/26		828.00			1000 5 420140	380	101000
9	05/12/26		215.14*			1000 5 420160	210	101000
10	05/12/26		65.00			1000 5 420160	350	101000
13	05/12/26		19.99			1000 7 420460	210	101000
14	05/12/26		27.93			1000 7 420460	230	101000
15	05/12/26		34.62			1000 13 460433	210	101000
16	05/12/26		99.79*			1000 13 460433	220	101000
17	05/12/26		334.98			1000 13 460433	226	101000
18	05/12/26		668.46*			1000 13 460433	363	101000
19	05/12/26		82.66			2220 16 460100	210	101000
20	05/12/26		231.80			2220 16 460100	220	101000
21	05/12/26		1,489.00			2220 16 460100	214	101000
22	05/12/26		111.24			2220 16 460100	311	101000
23	05/12/26		406.00			2220 16 460100	330	101000
24	05/12/26		-292.00			2220 16 460100	380	101000
25	05/12/26		1,654.30			2220 16 460100	382	101000
26	05/12/26		19.99*			2394 18 420531	220	101000
27	05/12/26		77.05			2394 18 420531	231	101000
28	05/12/26		339.00			2394 18 420531	380	101000

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CITY OF MILES CITY
Claim Details
For the Accounting Period: 5/26

Page: 3 of 17
Report ID: AP100

Section 10, Item G.

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
30	05/12/26		4.80			2510 107 430220	210	101000
31	05/12/26		427.33*			2510 107 430220	214	101000
34	05/12/26		205.18			2510 107 430220	220	101000
36	05/12/26		128.88			2510 107 430220	230	101000
37	05/12/26		11.52			2510 107 430220	231	101000
38	05/12/26		8.64*			2510 107 430220	331	101000
39	05/12/26		809.98			2510 107 430220	363	101000
40	05/12/26		925.00			2510 107 430235	350	101000
41	05/12/26		53.37			2510 107 430235	230	101000
42	05/12/26		673.20			2510 107 430233	230	101000
43	05/12/26		1.20			2520 108 430220	210	101000
44	05/12/26		46.80*			2520 108 430220	214	101000
46	05/12/26		60.04*			2520 108 430220	214	101000
47	05/12/26		51.28			2520 108 430220	220	101000
48	05/12/26		2.88			2520 108 430220	231	101000
49	05/12/26		32.22			2520 108 430220	230	101000
50	05/12/26		2.16			2520 108 430220	331	101000
51	05/12/26		202.52			2520 108 430220	363	101000
52	05/12/26		70.43			2520 108 430220	370	101000
53	05/12/26		168.30			2520 108 430233	230	101000
54	05/12/26		150.71*			2850 105 420140	320	101000
55	05/12/26		1,652.35*			2880 112 460100	214	101000
56	05/12/26		421.05			2880 112 460100	382	101000
57	05/12/26		69.80			2985 15 450330	220	101004
59	05/12/26		156.00			2985 15 450330	311	101004
60	05/12/26		9,258.65			4010 501 420460	950 8	101050
61	05/12/26		91.10			5210 22 430530	220	101000
62	05/12/26		23.98			5210 22 430530	226	101000
63	05/12/26		234.65			5210 22 430530	230	101000
64	05/12/26		30.84*			5210 22 430530	311	101000
65	05/12/26		320.50			5210 23 430550	214	101000
66	05/12/26		137.42			5210 23 430550	220	101000
67	05/12/26		146.60			5210 23 430550	230	101000
68	05/12/26		925.00			5210 23 430550	350	101000
69	05/12/26		308.43			5210 23 430550	363	101000
70	05/12/26		176.08			5210 23 430550	380	101000
73	05/12/26		35.96			5210 25 430510	220	101000
74	05/12/26		9.99			5210 80 430540	220	101000
75	05/12/26		822.20			5210 80 430540	222	101000
76	05/12/26		13.99			5210 80 430540	226	101000
77	05/12/26		550.32			5210 80 430540	230	101000
78	05/12/26		7.41			5310 29 430610	214	101000
79	05/12/26		164.20			5310 29 430610	220	101000
80	05/12/26		308.43			5310 31 430630	363	101000
81	05/12/26		64.24			5310 31 430630	220	101000

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82	05/12/26		37.95			5310 31 430630	230	101000
85	05/12/26		925.00			5310 31 430630	350	101000
86	05/12/26		176.09			5310 31 430630	380	101000
87	05/12/26		42.00			5310 32 430690	220	101000
88	05/12/26		11.99			5310 32 430690	226	101000
89	05/12/26		804.86*			5310 32 430690	230	101000
90	05/12/26		147.10			5310 33 430640	220	101000
91	05/12/26		500.39			5310 33 430640	222	101000
92	05/12/26		37.97			5310 33 430640	226	101000
93	05/12/26		1,713.97			5310 33 430640	230	101000
94	05/12/26		215.02			5310 33 430640	363	101000
95	05/12/26		20.00			5310 33 430640	380	101000
96	05/12/26		1,082.52			5510 10 420730	222	101000
97	05/12/26		869.98			5510 10 420730	241	101000
98	05/12/26		28.98*			5610 87 430300	210	101000
99	05/12/26		392.68*			5610 87 430300	220	101000
100	05/12/26		707.48			5610 87 430300	230	101000
101	05/12/26		482.31			5610 87 430300	230	101000
102	05/12/26		1,107.21			5610 87 430300	230	101000
103	05/12/26		209.39			5610 87 430300	214	101000
104	05/12/26		37.50*			5610 87 430300	311	101000
105	05/12/26		150.61			5610 87 430300	345	101000
106	05/12/26		116.85*			5610 87 430300	363	101000
107	05/12/26		30.00*			5610 87 430300	350	101000
108	05/12/26		357.00*			5610 87 430300	380	101000
109	05/12/26		92.59			6040 910 430220	220	101000
110	05/12/26		281.74			2510 107 430220	370	101000
141162	-98830C 4187 MOFI		1,162.96					
1	05052026 05/05/26 Fire Training CTr pmt#85		684.87			1000 7 490500	654	101000
2			478.09			1000 7 490500	655	101000
141163	89987S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL		218.00					
1	81042 04/28/26 City Hall Rugs		34.50		37643	1000 8 411230	350	101000
2	81318 05/12/26 City Hall Rugs		34.50		37654	1000 8 411230	350	101000
3	81199 05/05/26 Library		28.00		37952	2220 16 460100	360	101000
4	81471 05/19/26 Library		28.00		37952	2220 16 460100	360	101000
5	81332 05/12/26 PD		18.00*		37887	1000 5 420140	360	101000
6	81634 05/26/26 PD		18.00*		37896	1000 5 420140	360	101000
7	81215 05/06/26 WTP		16.50		36527	5210 80 430540	360	101000
8	81262 05/08/26 WWTP		12.00		36527	5310 33 430640	360	101000
9	80656 04/08/26 WTP		16.50		36516	5210 80 430540	360	101000
10	80698 04/10/26 WWTP		12.00		36516	5310 33 430640	360	101000

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141164	-98824E	1970 MONTANA DAKOTA UTILITIES	39,428.05					
1	05/22/26	GAS/ELECTRIC ~ FD	604.00			1000 7 420460	341	101000
2	05/22/26	GAS/ELECTRIC ~ FD	192.34			1000 7 420460	344	101000
3	05/22/26	GAS/ELECTRIC ~ City Hall	387.52			1000 8 411230	341	101000
4	05/22/26	GAS/ELECTRIC ~ City Hall	184.98			1000 8 411230	344	101000
5	05/22/26	GAS/ELECTRIC ~ Parks	704.49			1000 13 460433	341	101000
6	05/22/26	GAS/ELECTRIC ~ Parks	235.83			1000 13 460433	344	101000
7	05/22/26	GAS/ELECTRIC ~ Bath House	179.30			1000 14 460445	341	101000
8	05/22/26	GAS/ELECTRIC ~ Animal Shelter	52.93*			1000 21 440600	341	101000
9	05/22/26	GAS/ELECTRIC ~ Animal Shelter	61.54			1000 21 440600	344	101000
10	05/22/26	GAS/ELECTRIC ~ Library	490.74			2220 16 460100	341	101000
11	05/22/26	GAS/ELECTRIC ~ Library	132.34			2220 16 460100	344	101000
14	05/22/26	GAS/ELECTRIC ~ District 165	4,730.67			2400 46 430263	341	101000
15	05/22/26	GAS/ELECTRIC ~ Rental Fee	8,821.80			2400 46 430263	533	101000
16	05/22/26	GAS/ELECTRIC ~ District 167	668.02			2420 48 430263	341	101000
17	05/22/26	GAS/ELECTRIC ~ Rental Fee	1,062.00			2420 48 430263	533	101000
18	05/22/26	GAS/ELECTRIC ~ District 171	62.37			2430 49 430263	341	101000
19	05/22/26	GAS/ELECTRIC ~ District 172	728.95			2440 50 430263	341	101000
20	05/22/26	GAS/ELECTRIC ~ District 202	138.59			2470 72 430263	341	101000
21	05/22/26	GAS/ELECTRIC ~ Rental Fee	325.90*			2470 72 430263	533	101000
22	05/22/26	GAS/ELECTRIC ~ District 173	40.19			2480 47 430263	341	101000
23	05/22/26	GAS/ELECTRIC ~ Sewer Lift	166.80*			2510 107 430220	341	101000
28	05/22/26	GAS/ELECTRIC ~ Water Plant	5,091.05			5210 22 430530	341	101000
30	05/22/26	GAS/ELECTRIC ~ Water Plant	518.88			5210 22 430530	344	101000
31	05/22/26	GAS/ELECTRIC ~ Fish & Game	19.41			5210 23 430550	341	101000
32	05/22/26	GAS/ELECTRIC ~ Fish & Game	24.73			5210 23 430550	344	101000
33	05/22/26	GAS/ELECTRIC ~ Fish & Game	19.41			5310 31 430630	341	101000
34	05/22/26	GAS/ELECTRIC ~ Fish & Game	24.73			5310 31 430630	344	101000
35	05/22/26	GAS/ELECTRIC ~ Sewer Lift	2,158.00			5310 32 430690	341	101000
36	05/22/26	GAS/ELECTRIC ~ Sewer Lift	133.33			5310 32 430690	344	101000
38	05/22/26	GAS/ELECTRIC ~ Ambulance	386.17			5510 10 420730	341	101000
39	05/22/26	GAS/ELECTRIC ~ Ambulance	122.97			5510 10 420730	344	101000
42	05/22/26	GAS/ELECTRIC ~ Shop	316.43			6040 910 430220	341	101000
43	05/22/26	GAS/ELECTRIC ~ Shop	70.98			6040 910 430220	344	101000
44	05/22/26	FISH & GAME ~ ELECTRIC	31.06*			2510 107 430220	341	101000
45	05/22/26	FISH & GAME ~ ELECTRIC	39.56			2510 107 430220	344	101000
46	05/22/26	FISH & GAME ~ ELECTRIC	7.76			2520 108 430220	341	101000
47	05/22/26	FISH & GAME ~ ELECTRIC	9.89			2520 108 430220	344	101000
50	05/22/26	Airport Electric	1,082.41			5610 87 430300	341	101000
51	05/22/26	Airport Gas	661.03			5610 87 430300	344	101000
54	05/22/26	N Daly Sewer Treatment Plant	7,516.61			5310 33 430640	341	101000
55	05/22/26	NEW PD 419 N 7th Gallery	360.25			1000 5 420140	341	101000
56	05/22/26	NEW PD 419 N 7th Gallery	247.62			1000 5 420140	344	101000
57	05/22/26	2800 Fire construction truck	180.01			4010 501 420460	950 8	101050

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58	05/22/26 2800	Firehall NEW BLDNG	434.46			4010 501 420460	950 8	101050
141165	89988S 4386	KIMBERLY MEES	750.00					
1	052026 05/26/26	May 2026 pd cleaning	750.00		37897	1000 5 420140	350	101000
141166	89989S 4429	RICE & MARTIN, P.C.	100.00					
1	05/24/26	Law Library Prof Services	100.00			1000 4 411100	350	101000
141167	-98829C 4466	Pintler	4,705.45					
1	2736 05/15/26	April 26 billing	4,606.40			5510 10 420730	350	101000
2		merchant srvc fees	99.05			5510 10 420730	350	101000
141168	89990S 700	CUSTER COUNTY WATER & SEWER	20,101.40					
1	May26trial 05/27/26	CCWSD Water/Sewer Collecti	20,101.40		700	7980 211020		101000
141169	89969S 1721	MID RIVERS TELEPHONE CORP	2,018.13					
3	05/01/26	LIBRARY	158.44		36900	2220 16 460100	345	101000
4	05/01/26		60.00		36900	2220 16 460100	347	101000
6	05/01/26	911 EMERGENCY	562.31		37813	2850 105 420140	345	101000
7	05/01/26	911 Emergency line 2	482.31		37813	2850 105 420140	341	101000
8	05/01/26	RSVP-internet	73.04		36377	2985 15 450340	345	101000
9	05/01/26	AIRPORT	59.28		36377	5610 87 430300	345	101000
11	05/01/26		60.00		4043	5610 87 430300	347	101000
14	05/01/26	FINANCE	37.83*			1000 3 410500	347	101000
17		POLICE	37.86			1000 5 420140	347	101000
18	05/01/26	PD/DISPATCH	70.60			1000 5 420160	345	101000
20		FIRE	37.86			1000 7 420460	347	101000
22		PARK DEPT	37.86			1000 13 460433	347	101000
24		ANIMAL CONTROL	37.86			1000 21 440600	347	101000
26		WATER PLANT	37.86			5210 22 430530	347	101000
27		WATER LINES	37.86			5210 23 430550	347	101000
28		WATER ADMINISTRATION	37.86			5210 25 430510	347	101000
29		SEWER LINES	37.86*			5310 31 430630	347	101000
30		WASTEWATER TREATMENT PLANT	37.86			5310 33 430640	347	101000
31		AMBULANCE	37.86			5510 10 420730	347	101000
32	05/01/26	CITY SHOP	37.86			6040 910 430220	347	101000
33		WasteWater Admin	37.86			5310 29 430610	347	101000
141170	89970S 4487	RANGE	2,305.50					
1	05/01/26	MAYOR	57.79			1000 1 410200	345	101000
2		FINANCE/ADMIN	234.08			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

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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	05/01/26 RSVP-telephone		94.34		36379	2985 15 450330	345	101004
14	05/01/26 AMBULANCE		242.27		36434	5510 10 420730	345	101000
15	FIRE		423.93		36434	1000 7 420460	345	101000
16	05/01/26 POLICE DEPT		228.50		37883	1000 5 420140	345	101000
17	ANIMAL CONTROL		12.50		37883	1000 21 440600	345	101000
18	05/01/26 CITYSHOP~breakdown		140.00		37647	6040 910 430220	345	101000
23	05/01/26 WATERPLANT		121.00		36513	5210 22 430530	345	101000
24	05/01/26 WASTE WATER		46.00		36513	5310 33 430640	345	101000
141171	89991S 4465 LITTLE BIRDIES CLEANING		1,080.00					
1	May2026 06/01/26 Library-May 26 cleaning		1,080.00		37954	2220 16 460100	360	101000
141172	-98828E 4491 VANCO		72.10					
**run	ACH only through BMS							
1	16237558 05/02/26 April 26 portal fees		36.05*		36589	5210 25 430510	350	101000
2			36.05*			5310 29 430610	350	101000
141173	-98822C 1407 KLJ ENGINEERING LLC		25,992.50					
1	15166 05/07/26 Darling ADD PHSE IV		3,047.88		37651	5210 23 430550	357	101000
2			1,385.40			5310 31 430630	357	101000
3			4,802.72			2510 107 430236	350	101000
4	15369 05/12/26 Yellowstone Proj		16,756.50		37655	1000 201 431200	350 3	101000
141174	89992S 4529 BRIDGER MURI dba CRYSTAL CLEAR		160.00					
1	040926 04/10/26 Library-window cleaning		160.00		36895	2220 16 460100	360	101000
141175	-98835C 523 CITY SERVICE, INC.		45,148.11					
1	INV386439 05/01/26 5000 gal truck loan #57 pmt		1,206.77		1337	5610 87 490500	650	101000
2	05/01/26 5000 gal truck int #57 pmt		19.96*			5610 87 490500	651	101000
3	INV382719 04/21/26 Aviation Gasoline 3000gals		15,492.86		2042	5610 87 430300	237	101000
4	INV388279 04/23/26 Aviation Gasoline 6000gals		28,428.52		2046	5610 87 430300	237	101000
141176	-98820E 4360 ALLEGIANCE BENEFIT PLAN MGMT		100.00					
1	042800613 05/28/26 Apr 2026 HSA/FSA admin fees		33.33			1000 5 420140	143	101000
2	05/28/26		33.33			2510 107 430220	143	101000
3	05/28/26		33.34*			5210 22 430530	143	101000

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141177	-98826C 523 CITY SERVICE, INC.		413.37					
1	INV385289 04/30/26 Propane & Parts		125.00		36521	5310 33 430640	231	101000
2			288.37			5310 33 430640	360	101000
141178	-98834C 1921 MONTANA MUNICIPAL INTERLOCAL		315.66					
	pay ACH on bank side too							
1	46007 05/01/26 May 2026 retiree premiums		315.66		36999	1000 362022		101000
141179	-98833E 4519 CITY OF MILES CITY-UTILITIES		1,051.44					
1	05/01/26 CITY WTR/SWR CHARGES/PAYMENTS		38.92			1000 7 420460	342	101000
2	CITY WTR/SWR CHARGES/PAYMENTS		46.67*			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		212.83			1000 13 460433	342	101000
10	CITY WTR/SWR CHARGES/PAYMENTS		50.20			1000 13 460433	343	101000
11	CITY WTR/SWR CHARGES/PAYMENTS		25.80			1000 21 440600	342	101000
12	CITY WTR/SWR CHARGES/PAYMENTS		30.49			1000 21 440600	343	101000
15	CITY WTR/SWR CHARGES/PAYMENTS		26.29			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
141180	89993S 4254 MC ELECTRIC, LLC		8,142.91					
1	8513 04/23/26 Locates		150.00		36514	5210 80 430540	360	101000
2	8600 05/26/26 WWTP Generator install		7,992.91		36600	5310 33 430640	940	101000
141181	89994S 2255 NORMONT EQUIPMENT CO		1,551.44					
1	35688 05/01/26 Parts unit 33		1,241.15		37644	2510 107 430220	363	101000
2	35688 05/01/26 JD 6300		310.29		37644	2520 108 430220	363	101000
141182	89995S 4357 MCCONE ELECTRIC CO-OP INC		270.03					
1	FebMar2026 05/01/26 Feb-Mar Sheep MT911		140.92		37818	2850 105 420140	341	101000
2	MarApr2026 05/01/26 Mar-Apr Sheep MT911		129.11		37818	2850 105 420140	341	101000

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141183	89996S 800	DOEDEN CONSTRUCTION	5,210.70					
1	10004 04/30/26 3/4 Top surf		4,168.56		37646	2510 107 430233	230	101000
2	99805 05/01/26 3/4 Top surf		1,042.14		37646	2520 108 430233	230	101000
141184	89997S 4531	GLOBAL INDUSTRIAL	4,625.98					
1	124389659 05/01/26 Fire Dept Ladder		4,625.98		36443	4010 501 420460	950 8	101050
141185	89998S 902	ENERGY LABORATORIES INC	595.00					
	INV# 777369 - 777632 - 778340 - 780198							
1	multiple 04/09/26 Bactis, ammonias		532.00		36522	5210 80 430540	352	101000
2	04/23/26 nitrates, flourides tocs		63.00			5310 33 430640	352	101000
141186	89999S 4055	DOOR 804 FITNESS	342.00					
1	2025 04/28/26 4-PD emps gym members		252.00		37551	1000 5 420140	334	101000
2	2025 04/28/26 1-Dispatch gym member		90.00		37551	1000 5 420160	350	101000
141187	89973S 267	HAYNES ENTERPRISES	7,709.50					
1	8194 05/04/26 ADA 401 S custer/curbs		7,709.50		37648	2510 107 430235	230	101000
141188	-98831C 4532	EVERBRIDGE INC	7,396.69					
1	MHQ22786 04/04/26 NIXLE yearly fees-dispatch		7,396.69		37809	2850 105 420140	350	101000
141189	90000S 284	AQUA-PURE INC	8,662.50					
1	mcwmt04202 05/05/26 AF73070-TOTE		8,662.50		36525	5210 80 430540	222	101000
141190	90001S 1969	MONTANA LEGISLATIVE COUNCIL	350.00					
1	41206 03/18/26 2025 Mt code full set		350.00*		37889	1000 5 420140	220	101000
141191	90002S 2510	QUAD K SUPPLY	76.20					
1	76158 05/12/26 empress hardwound towel		50.00*		37885	1000 5 420140	220	101000
2	76096 05/04/26 Ammonia-Parks		26.20		37661	1000 13 460433	222	101000
141192	90003S 2560	REGAN PLUMBING & HEATING	168.16					
1	222-19310 04/28/26 Wibaux-heating element		138.14*		37642	1000 13 460433	360	101000
2	222-19311 04/28/26 Tedesco-PVC slip fix		25.43*		37642	1000 13 460433	360	101000
3	222-19408 05/18/26 Riverside-PVC P-Trap		4.59		37664	1000 13 460433	230	101000
141193	90004S 4287	LUBRICATION ENGINEERS, INC	523.93					
1	IN577540 03/03/26 Oil*Lubricant-WTP		323.10		36515	5310 32 430690	231	101000
2	IN581710 04/17/26 LEAP-BIK- WTP		200.83*		36515	5310 32 430690	230	101000

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141194	90005S 2903 TIRE-RAMA		432.68					
1	106-25150 05/01/26 2003 Explorer Tires-FD		432.68		36439	1000 7 420460	364	101000
141195	90006S 4080 INGRAHAM ENVIRONMENTAL INC.		1,180.00					
1	17113 04/21/26 Abestos Tests-WTP roof		1,180.00		36585	5210 22 430530	350	101000
141196	90007S 4189 L.N. CURTIS AND SONS		15,619.50					
1	INV1064645 04/29/26 Flow test		3,017.00*		36435	1000 7 420460	360	101000
2	INV1064561 04/30/26 Hurst Srvcs		1,014.00*		36435	1000 7 420460	360	101000
3	INV1065177 04/30/26 Eagle Srvcs		2,006.00*		36435	1000 7 420460	360	101000
4	INV1065163 04/30/26 Bauer Srvs		2,249.10*		36435	1000 7 420460	360	101000
5	INV1069046 05/14/26 Truck Mount		7,333.40*		36444	1000 7 420460	214	101000
141197	90008S 4427 ZIGS AUTO SERVICE		2,444.88					
1	161540 04/24/26 PD-Ford Explorer air comprsr		1,866.50*		37884	1000 5 420140	366	101000
2	161559 04/29/26 -AC Blows warm		578.38*		37884	1000 5 420140	366	101000
141198	90009S 999999 JARED DEVAULT		34.00					
1	may2026 05/01/26 cell phone straight talk		34.00*		37886	1000 5 420140	220	101000
141199	90010S 4238 RONALD L. ASKIN DRILLING		2,000.00					
1	8238 05/08/26 June 26 rent-Fire dpt		2,000.00		36440	4010 501 420460	950	101000
141200	89975S 4533 L & L DEVELOPMENT, LLC		579,316.00					
	PARTIAL RELEASE OF LOC PAYMENT PER RESOLUTION 4683							
1	RES 4683 05/15/26 PARTIAL RELEASE OF LOC PAYME		579,316.00		4683	1000 365050		101002
141201	90011S 1986 JACKS BODY SHOP		330.00					
1	9793 05/02/26 2019 Ram towed to impound		165.00*		37881	1000 5 420140	220	101000
2	9815 04/25/26 Tow-Buick Century to impound		165.00*		37899	1000 5 420140	220	101000
141202	90012S 4358 TNT WATER AND SEWER LLC		1,885.00					
1	1752 05/01/26 LLibrary-sewer snake/unplug		385.00		37951	2220 16 460100	360	101000
2	0001 04/27/26 21 N 7th curb stop box		1,500.00		36593	5210 23 430550	360	101000
141203	90013S 4346 MOUNTAIN ALARM		97.96					
1	8318834 05/01/26 PD-alarm monitoring		48.98*		37880	1000 5 420140	220	101000
2	8387423 06/01/26 Pd alarm monitoring		48.98*		37895	1000 5 420140	220	101000

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141204	90014S 3039 UTILITIES UNDERGROUND LOCATION		320.40					
1	6045100 04/30/26 April 2026 Locates		59.33		36587	5210 23 430550	220	101000
2			59.33			5310 31 430630	220	101000
3			59.34			2510 107 430220	220	101000
4	6055100 05/31/26 May 2026 Locates		47.47		36599	5210 23 430550	220	101000
5			47.47			5310 31 430630	220	101000
6			47.46			2510 107 430220	220	101000
141205	90015S 999999 JAMES CARR		276.06					
	Jim Tillotson SRvc Program-Billings MT 5/6-5/8/2026							
1	05062026 05/06/26 Travel reimbursment		276.06			1000 4 411100	370	101000
141206	90016S 4447 DOUBLE T TREE SERVICE		3,000.00					
1	INV1441 05/05/26 1103 Knight-curbs/streets		3,000.00		37649	2510 107 430220	350	101000
141208	90017S 4191 LEISURE IN MONTANA		886.25					
1	SER43214-1 05/06/26 frog pool-repair skimmers		886.25*		37650	1000 13 460433	360	101000
141209	89974S 1737 MC AREA SOLID WASTE DISTRICT		41.00					
1	148134 04/18/26 Demo-Airport		6.00*		2048	5610 87 430300	220	101000
2	148628 04/24/26 Dump charge Tires-Airport		35.00*		2048	5610 87 430300	220	101000
141210	90018S 2865 DEPT OF ENVIRONMENTAL QUALITY		520.00					
1	5R2600310 05/01/26 T Shipp Renewal		70.00		36523	5210 80 430540	334	101000
2	5R2600303 05/01/26 D Harris Renewal		70.00		36523	5210 80 430540	334	101000
3	5R2600018 05/01/26 T Speelmon		70.00		36523	5310 33 430640	334	101000
4	5R2600538 05/01/26 T Brown		70.00		36523	5310 33 430640	334	101000
5	5R2600888 05/01/26 R Emeline		70.00		36523	5210 22 430530	334	101000
6	5R2601281 05/01/26 W Farrell		30.00		36523	5210 22 430530	334	101000
7	5R2601282 05/01/26 N Beaner		70.00		36523	5210 22 430530	334	101000
8	5R2601396 05/01/26 J Hollowell		70.00		36523	5210 22 430530	334	101000
141211	90019S 291 ECOLAB PEST ELIMINATION DIVISION		119.80					
1	3793589 04/30/26 EcoLab		119.80		36436	1000 7 420460	220	101000
141212	-98827C 4019 WEX BANK		12,110.99					
1	112218954 04/26/26 Parks - fuel		603.56		37658	1000 13 460433	231	101000
2	112218954 04/26/26 P Works - fuel		3,963.92		37658	2510 107 430220	231	101000
3	04/26/26		990.98			2520 108 430220	231	101000
4	112218954 04/26/26 Shop - fuel		45.77		37658	6040 910 430220	231	101000
5	112218954 04/26/26 WWTP - fuel		146.95		36526	5210 22 430530	231	101000
6	04/26/26		146.95*			5210 80 430540	231	101000
7	04/26/26		146.95			5310 32 430690	231	101000
8	04/26/26		734.74			5310 33 430640	231	101000

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9	112218954 04/26/26	Fire - fuel	366.21		36447	1000 7 420460	231	101000
10	112218954 04/26/26	Amb - fuel	853.26		36447	5510 10 420730	231	101000
11	112218954 04/26/26	PUD - fuel	609.09		36591	5210 23 430550	231	101000
12	04/26/26		609.09			5310 31 430630	231	101000
13	112218954 04/26/26	Airport - Fuel	87.84		2049	5610 87 430300	231	101000
14	112218954 04/26/26	MCPD - Fuel	2,677.30		37888	1000 5 420140	231	101000
15	112218954 04/26/26	Animal Control - fuel	128.38		37888	1000 21 440600	231	101000
141213	90020S 4395	JOE JOHNSON EQUIPMENT	2,894.94					
1	P03964 05/13/26	Parts unit 44	2,315.95		37656	2510 107 430220	363	101000
2			578.99			2520 108 430220	363	101000
141214	90021S 910	EVERGREEN LANDSCAPING	245.00					
	INV# 2025111911045596	\$245.00						
1	11045596 04/28/26	grass seed for Parks/fields	245.00		37653	1000 13 460433	222	101000
141215	90022S 4113	MONTANA CORRECTIONAL ENTERPRISES	4,050.00					
1	95015 05/07/26	6 chairs-New FireHall	4,050.00		36445	4010 501 420460	950 8	101050
141216	90023S 336	MONTANA STATE UNIVERSITY FSTS	650.00					
1	207-42 05/07/26	Forcable entry training	150.00		36446	1000 7 420460	380	101000
2	207-43 05/07/26	Live Fire	500.00		36446	1000 7 420460	380	101000
141217	90024S 4308	SDI ARCHITECTS & DESIGN	3,900.00					
1	2026003003 05/04/26	WTP-reroof prof srvcs	2,610.00		36588	5210 22 430530	350	101000
2	2026003004 06/02/26	WTP-reroof servcs	1,290.00		36598	5210 22 430530	350	101000
141218	90025S 1896	HAWKINS, INC	2,268.30					
1	7390861 04/15/26	demmurage	10.00		36517	5210 80 430540	222	101000
2	7410424 05/01/26	Chlorine	2,228.30		36517	5210 80 430540	222	101000
3	7392040 04/15/26	Chloring-WWTP	30.00		36517	5310 33 430640	222	101000
141219	90026S 999999	GAIL KREZELAK	522.05					
	2026	Spring MT Clerks Conf-Great Falls, MT						
1	457040 05/13/26	Hotel-Court clerks conf	522.05*		34839	1000 6 410300	380	101000
141220	90027S 1936	L.G.S.B. ~ STATE TREASURER	2,750.00					
1	4448 04/26/26	AFR-filing fee	916.66		35193	1000 3 410500	350	101000
2	4531 05/26/26	AFR-late filing fee	916.66*		35193	5210 25 430510	350	101000
3	4531 05/26/26	STATEMENT#5345	916.68*		35193	5310 29 430610	350	101000

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141221	90028S 267 HAYNES ENTERPRISES		25,095.53					
1	8261 05/14/26 1003 Roosevelt ADA		5,336.35		37660	2510 107 430235	230	101000
2	8262 05/19/26 SE Roosevelt/Knight ADA		5,199.85		37660	2510 107 430235	230	101000
3	8263 05/19/26 SW Roosevelt/Knight Curb		778.64		37660	2510 107 430235	230	101000
4	8264 05/20/26 1102 Knight ADA		6,033.34		37660	2510 107 430235	230	101000
5	8265 05/20/26 NW Roosevelt/Woodbury ADA		7,747.35		37660	2510 107 430235	230	101000
141222	90029S 4038 BOBCAT OF MILES CITY		2,000.00					
1	26319 05/18/26 rental-brush cutter for slough		1,800.00		37662	2510 107 430220	350	101000
2			200.00			2520 108 430220	350	101000
141223	-98819C 4130 IBS, Inc.		749.11					
1	905238-1 04/30/26 grinding wheel/disc		299.64		37663	2510 107 430220	363	101000
2	curve flap disc		74.91			2520 108 430220	363	101000
3			187.28			5210 23 430550	363	101000
4			187.28			5310 31 430630	363	101000
141224	90030S 2847 STEADMANS ACE HARDWARE		174.99					
1	684378 04/08/26 FD-whirlpool repair		106.74		36449	1000 7 420460	220	101000
2			68.25			5510 10 420730	220	101000
141225	90031S 4384 BROSZ ENGINEERING INC		11,065.00					
1	MC43966U 05/06/26 Fire Hydrant proj		2,570.00		36448	4010 501 420460	950 8	101050
2	MC43940C 05/06/26 Materials Testing		8,495.00		36452	4010 501 420460	950 8	101050
141226	-98823C 3292 WESTERN PEAKS LOGISTICS LLC		137.23					
1	1269WPL-79 04/11/26 Deliver-WTP		34.56		36518	5310 33 430640	352	101000
2	1269WPL-79 04/25/26 WTP delivery		102.67		36518	5210 80 430540	352	101000
141227	90032S 4234 GREEN PRO SOLUTIONS		2,250.00					
1	28529 03/24/26 Lift station degreaser		2,250.00*		36519	5310 32 430690	230	101000
141228	90033S 4218 CUSTER COUNTY TRANSIT		100.00					
1	April2026 05/04/26 Volunteer Rides RSVP		51.00		36380	2985 15 450330	379	101004
2	May2026 06/01/26 Volunteer Rides RSVP		49.00		36381	2985 15 450330	379	101004
141229	90034S 2322 OLNES & ASSOCIATES PC CPA'S		3,295.00					
1	102222 04/30/26 2025 AFR prep-Norm		1,098.33		35191	1000 3 410500	350	101000
2			1,098.33*			5210 25 430510	350	101000
3			1,098.34*			5310 29 430610	350	101000

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141230	90035S 2961 TW ENTERPRISES INC		2,817.10					
1	CD99025010 04/09/26 Generator Maintenance		1,950.97		36520	5310 33 430640	360	101000
2	CD99025011 04/09/26		866.13		36520	5310 32 430690	360	101000
141231	90036S 979 FIREMANS COMPANY		1,061.85					
1	18982 04/23/26 2026 Annual Fire Extngrsher srv		1,061.85*		2047	5610 87 430300	360	101000
141232	90037S 4340 VALLI INFORMATION SYSTEMS (BDS)		2,989.87					
1	105911 05/13/26 April Water/Sewer Bills		1,494.93		36590	5210 25 430510	320	101000
2	05/13/26		1,494.94			5310 29 430610	320	101000
141233	90038S 268 MILES CITY SANITATION INC.		714.00					
1	64X00138 04/30/26 Fire Bldng Demp		714.00		36442	4010 501 420460	950 8	101050
141234	90039S 4215 JGA ARCHICTECTS ENGINEERS		25,101.52					
1	20 05/03/26 Fire Building-architectuals		25,101.52		36441	4010 501 420460	950 8	101050
141235	90040S 1859 MLEA		2,340.00					
	MLEA fees, meals, lodging Mahria Frederickson Academy training 1/26/26 thru 4/21/26							
1	26096 05/15/26 PD Frederickson LEOB#189		2,340.00		37894	1000 5 420140	380	101000
141236	90041S 4104 BILLINGS CLINIC OCCUPATIONAL		1,875.00					
1	294EM830 04/30/26 M.Fleming PD physical		75.00		37892	1000 5 420140	350	101000
2	294EM1124 05/08/26 MCFR 4 emps physical		1,800.00		36450	1000 7 420460	350	101000
141237	90042S 4063 THE CHEMNET CONSORTIUM INC.		80.00					
1	134415 04/30/26 PD drug screening		80.00		37891	1000 5 420140	350	101000
141238	90043S 1321 HOLMLUND MOBILE LOCK & KEY		8,919.00					
1	990373 05/11/26 New Fire build LOCKS		8,919.00		36451	4010 501 420460	950 8	101050
141239	90044S 4534 SILVER STAR CASINO		2,408.00					
	TIFD AWARD							
1	01152026 01/15/26 Rain gutter installation tif		2,408.00		37405	2310 11 460466	730	101000
141240	90045S 687 SECURITY ABSTRACT & TITLE CO		8,000.00					
	TIFD AWARD							
1	10042024 10/04/24 TIFD-reimburse-parking lot		8,000.00		37404	2310 11 460466	730	101000

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141241	90046S 4535 MILES CITY YOUTH BASEBALL ASSC TIFD AWARD 12/31/25CA		20,744.25					
1	060926 12/31/25 TIFD Reimburse for roof		20,744.25		37403	2310 11 460466	730	101000
141243	90047S 4536 ACTION NOW		10,010.00					
1	051226 05/12/26 PD #3 unit equip upfit		5,005.00		37890	1000 5 420140	940	101000
2	051226 05/12/26 PD #7 unit equip upfit		5,005.00		37890	1000 5 420140	940	101000
141244	90048S 2529 RAILROAD MANAGEMENT CO III, LLC		1,280.33					
1	550192 05/21/26 Water Line Crossing Lease		458.76		36594	5210 23 430550	532	101000
2	550248 05/21/26 Lift station lease		821.57*		36594	5310 31 430630	532	101000
141245	90049S 4414 SHEEP MOUNTAIN TOWERS		1,000.00					
1	414836 05/22/26 Yearly Lease 2026		1,000.00*		37820	2850 105 420140	220	101000
141246	90050S 4479 SAFEbuilt		240.00					
1	3740399 04/30/26 102 n 1st -plan review		240.00		36761	2394 18 420531	350	101000
141247	90051S 1190 HACH COMPANY		621.55					
1	15025514 06/01/26 pocket colorimeter		621.55		36530	5210 22 430530	230	101000
141248	90052S 671 CUSTER COUNTY TREASURER		650.00					
1	06012026 06/01/26 RSVP monthly lease		650.00*		36382	2985 15 450330	530	101004
141249	89977S 999999 BRUSH TRUCK REPAIR		27,132.00					
1	24051 04/16/26 Engine 9 labor		1,830.00*		37552	1000 7 420460	940	101000
2			1,170.00			5510 10 420730	940	101000
3	Q251071906 Engine 9-engine/core		14,720.52*		37552	1000 7 420460	940	101000
4			9,411.48			5510 10 420730	940	101000
141250	90053S 4426 APG YELLOWSTONE NEWS		1,030.83					
1	743917 05/12/26 102 1st-flood legal		84.86		37657	1000 201 431200	331	101000
2	744280 05/13/26 Zoning update		111.34*			1000 36 411020	331	101000
3	744281 05/13/26 10 N Earling rezone		175.34*			1000 36 411020	331	101000
4	741121 05/01/26 423 Yellowstone legal		87.75		37645	1000 201 431200	331	101000
5	740380 04/30/26 WTP reroof bid advertisemnt		571.54		36586	5210 22 430530	350	101000
141251	90054S 999999 MALLORY DAUGHERTY		258.76					
1	travel0615 06/15/26 ALERRT training-Travel		258.76		37828	2850 105 420140	370	101000

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141252	90055S 771 DEPT OF REVENUE		5,205.76					
1	PayApp11 05/04/26 1% gross tax #11		5,205.76		35196	4010 501 420460	950	8 101050
141253	90056S 4026 JACKSON CONTRACTOR GROUP INC		515,370.16					
1	050426 05/04/26 Fire Bld PayApp11		515,370.16		35195	4010 501 420460	950	8 101050
141254	90057S 2152 MONTANA MAGISTRATES ASSO		300.00					
1	1-7-6-30-2 06/03/26 Judge Annual Dues		300.00*		34840	1000 6 410300	334	101000
141255	90058S 4211 MJC & MCCA		50.00					
1	2627dues 06/03/26 Court clerk Annual Dues		50.00*		34841	1000 6 410300	334	101000
141256	90059S 4312 VALERI RUSSELL, PA-C		4,800.00					
1	#25/26-2 10/12/25 QI/QC Nov25-Jun26		4,800.00		36455	5510 10 420730	350	101000
141257	90060S 999999 FIRE STATION FURNITURE CO		4,330.85					
1	10413 05/20/26 Recliners		4,330.85		36453	4010 501 420460	950	8 101050
141258	90061S 4139 BILLINGS PRECAST		3,100.00					
1	77062 06/01/26 sewer barrels		3,100.00		36595	5310 31 430630	234	101000
141259	90062S 4537 SIMPLICITY CED, LLC		4,250.00					
1	2026072 06/01/26 WTP-HEATER REPLACEMENT		4,250.00		36596	5210 22 430530	357	101000
141260	90063S 4527 MONTANA ASSOCIATION OF COUNTIES		1,244.61					
1	INV000148 05/20/26 dispatch-new comp update		1,244.61		37827	2850 105 420140	940	101000
141261	90064S 870 EAST MAIN ANIMAL CLINIC		91.25					
1	1038 05/01/26 vet srvcs fees		91.25		37882	1000 21 440600	350	101000
# of Claims			109	Total:		1592,903.25		
Total Electronic Claims			178,030.12	Total Non-Electronic Claims		1414873.13		

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	104,904.51
101002 Cash - LOC Payments	579,316.00
2220 LIBRARY	
101000 Cash - Operating	6,262.91
2310 TIFD-Downtown	
101000 Cash - Operating	31,275.85
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	1,026.96
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	13,552.47
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	1,730.02
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	62.37
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	728.95
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	595.00
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	464.49
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	40.19
2510 STR MAINT DIST #204	
101000 Cash - Operating	58,529.78
2520 STR MAINT DIST #205	
101000 Cash - Operating	3,973.93
2850 Southeastern Montana Dispatch-911	
101000 Cash - Operating	15,041.42
2880 LIBRARY GRANTS	
101000 Cash - Operating	2,073.40
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	73.04
101004 RSVP Non-Federal Cash Operating-Custer	1,070.14
4010 Fire Dept Captial Imprvmt Fund	
101000 Cash - Operating	2,000.00
101050 CASH-FD Building Bond	589,255.39
5210 WATER UTILITY	
101000 Cash - Operating	42,861.59
5310 SEWER UTILITY	
101000 Cash - Operating	40,900.18
5510 AMBULANCE FUND	
101000 Cash - Operating	24,268.88
5610 AIRPORT OPERATING	
101000 Cash - Operating	51,821.53
6040 PUBLIC WORKS	
101000 Cash - Operating	972.85
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	20,101.40
Total:	1,592,903.25