

COMMITTEE OF THE WHOLE

AUGUST 17, 2026

6:00 PM

1. Review of the budget and tax levy

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, AUGUST 17, 2026 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

To participate virtually the options are as follows:

To join by zoom:

<https://zoom.us/j/8486275925?pwd=dTVGbndDK253ZUJLMjRuZXU5QVpMdz09>

Meeting ID: 848 627 5925 Passcode: 59457

To participate by phone: dial (253) 215-8782 Meeting ID: 848 627 5925 Passcode: 59457

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – August 3, 2026, Special Meeting & August 3, 2026

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non-agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid for July 31, 2026, in the amount of \$975,474.96.

Acknowledgment of the claims that have been paid from August 1, 2026, to August 14, 2026, in the amount of \$285,611.97

***REGULAR AGENDA – Resolutions, Ordinances & Other Action Items:**

1. Discussion and action on approving Resolution No. 4229, a resolution an application request from St. Leo's Catholic Church for TIF funds made to the Lewistown Tax Increment Advisory Committee (**Action: approve, disapprove or amend Resolution No. 4229**) City Manager Holly Phelps
2. Discussion and action on approving amendment #2 to the Honda Shop Railroad lease (**Action: approve, disapprove or amend amendment #2 to the Honda Shop Railroad lease**) City Manager Holly Phelps
3. Discussion and action on reappointing Mr. Scot Solberg to an additional four-year term on the Lewistown Tax Increment Advisory Committee (**Action: approve, disapprove or amend reappointing Scot Solberg to serve four-year term**) City Manager Holly Phelps

4. Discussion and action on an agreement with Fergus County regarding maintenance and further development of H Street (**Action: approve, disapprove or amend agreement with Fergus County**) City Manager Holly Phelps
5. Discussion and action on approving the upfitting for the new Police Vehicle (**Action: approve, disapprove or amend upfitting of the new Police Vehicle**) City Manager Holly Phelps
6. Public hearing to hear comments on Resolution No. 4230, a resolution approving the fiscal year 2027 work plan and budget for Tourism Business Improvement District #1
7. Discussion and action on approving Resolution No. 4230, a resolution approving the fiscal year 2027 work plan and budget for Tourism Business Improvement District #1 (**Action: approve, disapprove or amend Resolution No. 4230**) City Manager Holly Phelps
8. Discussion and action on approving Resolution No. 4231, a resolution approving an assessment to defray the cost of the work plan and budget for Tourism Business Improvement District #1 for fiscal year 2027 (**Action: approve, disapprove or amend Resolution No. 4231**) City Manager Holly Phelps

CITIZENS' REQUESTS

COMMISSIONER'S MINUTE

ADJOURNMENT

* All citizens are invited to make comments on any agenda item prior to action being taken by the Commission

RESOLUTION NO. 4229

**A RESOLUTION APPROVING AN APPLICATION FROM
ST. LEO'S CATHOLIC CHURCH, FOR TIF FUNDS MADE
TO THE LEWISTOWN TAX INCREMENT ADVISORY
COMMITTEE**

WHEREAS, the Lewistown City Commission has adopted Ordinance No. 1748 – An Ordinance establishing the Lewistown Urban Renewal Area, creating the Lewistown Urban Renewal District and adopting the Lewistown Urban Renewal District Plan; and

WHEREAS, by Resolution number 4213 the City amend the current advisory board created by Resolution Nos. 3903 and 3923 in accordance with the requirements set forth in SB3, and to redesignate the Lewistown Tax Increment Financing Board as the “Lewistown Tax Increment Advisory Committee”; and

WHEREAS, the Commission appointed a Lewistown Tax Increment Advisory Committee (hereafter, the “TIF Committee”) to manage the Lewistown Urban Renewal District created by Ordinance 1748; and,

WHEREAS, the TIF Committee oversees the operation of the Lewistown Urban Renewal District, including public purpose activities; promotional activities; façade building conservation and loan programs; and administrative functions; and,

WHEREAS, the TIF Committee exercises those powers authorized by law as specified in Resolution 3923 and Resolution 4213; and,

WHEREAS, the TIF Committee has developed the Lewistown TIF District (LTD) Program whereby qualified applicants may apply for TIF District Program Funds for assistance in redevelopment or rehabilitation of properties within the Urban Renewal District; and,

WHEREAS, through its LTD Program the TIF Committee has receives applications for TIF District Program Funds, has reviews the same and, recommends approval of applicants for those funds; and,

WHEREAS, the City Commission has retained final budgetary authority for TIF program activities.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission hereby approves the following applications for TIF District Program Funds as recommended by the TIF Committee:

1. St. Leo's Catholic Church, assist with the construction of a handicap ramp for property located at 102 W. Broadway, a grant of up to \$20,000.



SAINT
LEO'S
CATHOLIC CHURCH

(406) 538-9306



saintleoscatholicchurch@gmail.com



P.O. Box 421
Lewistown, MT 59457



102 W. Broadway St.
Lewistown, MT 59457



July 7, 2026

Snowy Mountain Development Corporation
507 W Main St
Lewistown, MT 59457

Dear Members of the Snowy Mountain Development Corporation,

On behalf of our congregation, I am respectfully submitting this request for \$20,000 in Tax Increment Financing (TIF) assistance to help complete the construction of an ADA-compliant accessibility ramp at our historic church.

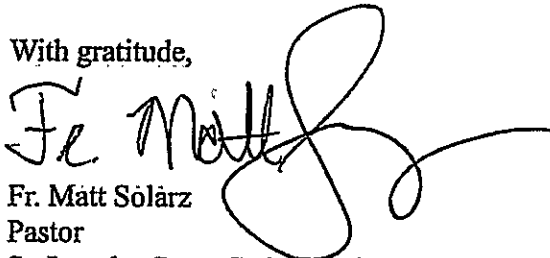
For generations, St. Leo the Great has served as an important part of the Lewistown community. In addition to weekly worship services, our facility is increasingly used for weddings, funerals, memorial services, community concerts, and other public gatherings. As this community use continues to grow, it is essential that everyone, including elderly individuals and those with disabilities, can access our church safely and with dignity throughout the year.

Our congregation has worked hard to make this project possible, raising the vast majority of the necessary funds through generous donations and local fundraising efforts. We are grateful for the support we have received and are requesting TIF assistance only to help fund the installation of an electrical snow- and ice-melting system within the ramp. This feature is essential to maintaining safe, reliable, year-round accessibility during Montana winters.

We believe this project will preserve access to a historic community landmark while ensuring that all members of our community can continue to gather here for worship, family milestones, and community events.

Thank you for your time, consideration, and the work you do to strengthen our community. We sincerely appreciate your consideration of our request and would be honored to receive your support.

With gratitude,


Fr. Matt Sölärz
Pastor
St. Leo the Great Catholic Church

Second Amendment to Lease

This Second Amendment to Lease (this "Second Amendment") is entered into as of the date of full execution set forth on the signature page below (the "Second Amendment Effective Date"), by and among City of Lewistown, as lessor ("Lessor"), and Three Brothers Holdings, LLC, a Montana limited company ("Assignee").

WHEREAS, Lessor and Ranger Properties, LLC, the successor in interest to Edwin L. Evans and Phyllis L. Evans, as lessee ("Lessee", but collectively with Assignee, each referred to in this Second Amendment as a "Tenant" and collectively as the "Tenants.") are parties to that certain Lease dated May 1st, 2011, as amended by that certain Amendment to Lease entered into by Lessor and Lessee as of the date of full execution set forth on the signature page thereto (collectively, as previously amended, supplemented, or otherwise modified, the "Lease"), concerning the premises described in the Lease (the "Premises");

WHEREAS, the Lease is subject to Lewistown City Resolution No. 3820, Section 8(d) of the National Trail Systems Act, 16 U.S.C. Section 1247(d), and the City of Lewistown's Railbanking and Bargain Sale Contract dated December 11, 2006 ("Railbanking Contract");

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated August [redacted], 2026 (the "Assignment"), Lessee assigned to Assignee all of Lessee's right, title, interest, duties, obligations, and liabilities under the Lease, and Assignee assumed those rights, duties, obligations, and liabilities;

WHEREAS, Assignee is purchasing, or has purchased, adjacent lands that include an improvement that extends onto and is partially located upon the Premises;

WHEREAS, in connection with Assignee's financing of that purchase, First Interstate Bank, together with its successors and assigns, including any lender guaranteed by the U.S. Small Business Administration (collectively, "Lender"), is making or may make a loan to Assignee (the "Loan"); and any holder of the Loan or any interest therein that is entitled to the benefit of a guaranty from the U.S. Small Business Administration is referred to in this Second Amendment as the "SBA Lender"; and

WHEREAS, the parties wish to acknowledge the Assignment and amend the Lease to permit the leasehold estate and Assignee's interest in the Lease to secure the Loan, and to provide the protections customarily required by Lender and SBA Lender in connection with the Loan, in each case subject to Lessor's continuing obligations under Lewistown City Resolution No. 3820, Section 8(d) of the National Trail Systems Act, 16 U.S.C. Section 1247(d), and the Railbanking Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1) **Incorporation of Recitals; Defined Terms.** The foregoing recitals are incorporated into this Second Amendment as if fully set forth herein. Capitalized terms used but not defined in this Second Amendment have the meanings given to them in the Lease. If there is a conflict between this Second Amendment and the Lease, this Second Amendment controls.

For purposes of this Second Amendment, (a) "Lender" includes First Interstate Bank, its successors and assigns, any SBA Lender, any participant in the Loan, any purchaser of the Loan or any portion thereof, and any successor owner or holder of the indebtedness secured by a Leasehold Mortgage; (b) "Leasehold Mortgage" means any mortgage, deed of trust, assignment of leases and

rents, security agreement, collateral assignment, or other instrument now or later encumbering or securing a Tenant's leasehold estate, interest in the Lease, improvements, or related rights; and (c) "Leasehold Mortgagee" means Lender and any other holder of a Leasehold Mortgage.

- 2) **Acknowledgment of Assignment; Assumption; Tenant Status.** Lessor acknowledges receipt of notice of the Assignment and consents to the Assignment to the extent consent is required under the Lease, and subject always to the Railbanking Contract. Effective as of the date of the Assignment, Assignee is the tenant under the Lease and succeeds to all rights, interests, duties, obligations, and liabilities of Lessee under the Lease. Accordingly, from and after the date of the Assignment, each reference in the Lease to "Lessee" will mean Assignee, unless the context expressly requires otherwise.

Assignee hereby accepts the Assignment and assumes and agrees to perform all obligations of Lessee arising under the Lease from and after the date of the Assignment. Lessee remains liable only to the extent required under the Lease or the Assignment for obligations accruing before the date of the Assignment; provided that nothing in this Second Amendment releases Lessee from any obligation that Lessee expressly agreed in writing to retain under the Assignment. Lessor acknowledges that Assignee may be referred to as "Tenant" in Loan documents and in this Second Amendment, and that "Tenant" means Assignee, as the then-current Lessee under the Lease.

- 3) **Right to Encumber Leasehold Estate.** Notwithstanding anything in the Lease to the contrary, Tenant may, without obtaining Lessor's further consent, mortgage, pledge, collaterally assign, or otherwise encumber Tenant's leasehold estate and interest in the Lease, the improvements located on or serving the Premises to the extent Tenant owns an interest therein, and Tenant's rights under the Lease, in each case in favor of Lender or another Leasehold Mortgagee, to secure the Loan or any refinancing, renewal, extension, replacement, modification, consolidation, or additional advance thereof.

Tenant will provide Lessor with a copy of each recorded Leasehold Mortgage and the name and notice address of the applicable Leasehold Mortgagee promptly after execution or recording, as applicable. No Leasehold Mortgage will impose any personal obligation on Lessor or encumber Lessor's fee interest in the Premises, except to the extent Lessor separately agrees in a written instrument executed by Lessor.

- 4) **Notice to Lender; No Modification, Cancellation, or Surrender Without Consent.** Lessor will provide each Leasehold Mortgagee whose name and notice address have been delivered to Lessor with a copy of every notice of default, notice of termination, notice of cancellation, notice of non-renewal, notice of surrender, and any other notice that Lessor is required or elects to give to Tenant under the Lease, at the same time the notice is delivered to Tenant. A notice to Tenant will not be effective for purposes of terminating the Lease unless and until Lessor has delivered the same notice to each applicable Leasehold Mortgagee in accordance with this Section 4.

Without the prior written consent of Lender, during the period in which Lender holds a Leasehold Mortgage, Lessor and Tenant will not amend, modify, terminate, cancel, surrender, rescind, or accept a surrender of the Lease, or waive any material Tenant default under the Lease, if the action would materially and adversely affect Lender's security interest in the Lease or the leasehold estate. This restriction does not prevent Lessor from complying with the Railbanking Contract, or enforcing the Lease following the notices and cure periods required by this Second Amendment, provided that Lessor complies with the rights of Lender and SBA Lender set forth in this Second Amendment.

No voluntary surrender, termination, cancellation, or modification of the Lease by Tenant

will be binding on Lender or SBA Lender unless Lender or SBA Lender, as applicable, has approved it in writing. Lessor will not accept a voluntary surrender of the Lease from Tenant while a Leasehold Mortgage is outstanding unless Lessor has received the prior written consent of Lender.

5) Leasehold Mortgagee Cure Rights; Defaults and Termination. If Tenant defaults under the Lease, each Leasehold Mortgagee will have the right, but not the obligation, to cure the default. Lessor will accept performance by a Leasehold Mortgagee as if performed by Tenant. Lessor will not terminate the Lease for a Tenant default unless Lessor has given the notice required under Section 4 and the applicable Leasehold Mortgagee has failed to cure, or cause to be cured, the default within the following periods:

- a) for a monetary default, thirty (30) days after the applicable Leasehold Mortgagee receives Lessor's notice of default, or such longer period as may be reasonably necessary if the Leasehold Mortgagee is diligently pursuing payment and the delay is caused by circumstances beyond the Leasehold Mortgagee's reasonable control;
- b) for a non-monetary default that is reasonably capable of cure without obtaining possession of the leasehold estate, thirty (30) days after the applicable Leasehold Mortgagee receives Lessor's notice of default; provided that if the default is not reasonably capable of cure within that period, the Leasehold Mortgagee will have an additional period reasonably necessary to cure the default if it commences cure within the initial thirty (30)-day period and diligently pursues the cure to completion; and
- c) for a non-monetary default that cannot reasonably be cured without obtaining possession of the leasehold estate, the period reasonably necessary for the Leasehold Mortgagee to obtain possession, including by foreclosure, deed in lieu of foreclosure, assignment, or other lawful means, and thereafter to cure the default diligently; provided that the Leasehold Mortgagee commences and diligently pursues the actions reasonably necessary to obtain possession within sixty (60) days after receiving Lessor's notice of default.

Lessor, except as otherwise provided by the Railbanking Contract, will not terminate the Lease while a Leasehold Mortgagee is timely and diligently exercising its rights under this Section 5. A Leasehold Mortgagee will not be required to cure any default that is personal to Tenant or that cannot reasonably be cured by the Leasehold Mortgagee; provided that the Leasehold Mortgagee will remain responsible for monetary obligations accruing under the Lease while it is in possession of the leasehold estate or is exercising rights as Tenant under the Lease.

Upon any termination of the Lease following an uncured default, Lessor will, at the written request of Lender or SBA Lender delivered within thirty (30) days after Lender or SBA Lender receives notice of that termination, enter into a new lease of the Premises with Lender, SBA Lender, or its designee. The new lease will be on the same terms and conditions as the Lease immediately before termination, for the balance of the Term, including any renewal rights or options then available under the Lease, subject to Lender, SBA Lender, or its designee curing all then-existing defaults that are capable of cure and paying all unpaid rent and other amounts then due under the Lease, excluding any amounts arising solely from a default that is personal to Tenant or incapable of cure by Lender, SBA Lender, or its designee.

6) Foreclosure, Acquisition, Assignment, and Reassignment Rights. Lender, SBA Lender, or any successor or assignee of either of them may acquire Tenant's leasehold estate and interest in the Lease by foreclosure, deed in lieu of foreclosure, assignment, transfer in enforcement of a Leasehold Mortgage, purchase at a foreclosure or other judicial or nonjudicial sale, or other lawful means. Any such acquirer may exercise all rights, options, renewal rights, extension rights, and other privileges of

Tenant under the Lease, subject to the terms of the Lease as amended by this Second Amendment.

Lender, SBA Lender, or any successor or assignee of either may assign, transfer, sell, convey, or otherwise dispose of the leasehold estate and interest in the Lease, including to a purchaser at foreclosure or to a transferee following a deed in lieu of foreclosure. Lessor will not unreasonably withhold, condition, or delay its consent to any such assignment, transfer, sale, conveyance, or other disposition. Lessor's consent will be deemed granted if Lessor does not provide written notice of a reasonable basis for withholding consent within [] days after Lessor receives a written request for consent and reasonably sufficient information concerning the proposed transferee.

Neither Lender nor SBA Lender will be liable for Tenant's obligations under the Lease solely because it holds a Leasehold Mortgage. Lender, SBA Lender, or any successor or assignee that acquires Tenant's leasehold estate will be liable for Tenant's obligations under the Lease only for the period during which it owns, possesses, or controls the leasehold estate, and will have no liability for obligations accruing after it transfers the leasehold estate to a transferee approved or deemed approved under this Section 6.

- 7) **Subleasing Rights.** Notwithstanding anything in the Lease to the contrary, Tenant, Lender, SBA Lender, and any successor owner of the leasehold estate may sublease all or any portion of the Premises or Tenant's leasehold estate, including to an affiliate, purchaser, or operator of the adjacent lands or related improvements, without Lessor's consent; provided that each sublease must be consistent with the permitted use and other applicable requirements of the Lease and must not impair Lessor's rights or Lessor's ability to comply with Lewistown City Resolution No. 3820, Section 8(d) of the National Trail Systems Act, 16 U.S.C. Section 1247(d), or the Railbanking Contract.

Tenant will remain responsible for the performance of its obligations under the Lease notwithstanding any sublease, except to the extent a successor tenant has assumed those obligations in accordance with this Second Amendment. No sublease will release Tenant from its obligations under the Lease unless Lessor expressly agrees in writing.

- 8) **Casualty and Hazard Insurance Proceeds.** To the extent Tenant is required or elects to maintain hazard, casualty, property, or similar insurance covering improvements on the Premises or Tenant's leasehold interest, each Leasehold Mortgagee may be named as mortgagee, loss payee, or additional insured, as applicable, under the insurance policy. Lessor will execute reasonable acknowledgments or consents required by the insurer or Lender to effectuate that status, provided that no such acknowledgment or consent increases Lessor's obligations or liability under the Lease.

All insurance proceeds payable as a result of damage to or destruction of improvements on the Premises in which Tenant has an interest will be paid to and held by Lender or a mutually acceptable escrow agent, subject to Lender's security interest and Lessor's rights under the Lease. The proceeds will be applied, as required by the Loan documents, to restoration of the improvements or to payment of the indebtedness secured by the Leasehold Mortgage. Lessor will be entitled to receive and apply proceeds to the extent necessary to repair damage to Lessor-owned property or to cure any condition for which Lessor is responsible under the Lease, and Tenant's and Lender's rights to proceeds will be subject to that entitlement.

If the Lease requires restoration following a casualty, Lender or SBA Lender may use insurance proceeds to perform or complete the restoration, and Lessor will reasonably cooperate with that restoration. If the Lease is terminated following a casualty in accordance with its terms, any remaining insurance proceeds will be distributed in accordance with the parties' respective ownership interests, the Lease, and the Loan documents, with Lender or SBA Lender receiving the portion

attributable to Tenant's leasehold interest and improvements, subject to any superior rights of Lessor under applicable law or the Lease.

- 9) **Condemnation Proceeds.** If all or any portion of the Premises, the leasehold estate, or improvements is taken, condemned, transferred in lieu of condemnation, or otherwise acquired by a governmental authority or other condemning authority, Lender and SBA Lender will have the right to receive and share in any award or proceeds attributable to Tenant's leasehold estate, Tenant-owned improvements, loss of Tenant's leasehold interest, and any other interest of Tenant pledged to Lender under the Loan documents.

Lessor will be entitled to the portion of any award or proceeds attributable to Lessor's fee interest, reversionary interest, Lessor-owned property, and any other interest of Lessor. Lessor and Tenant will reasonably cooperate with Lender and SBA Lender to identify and allocate condemnation proceeds among their respective interests. No allocation under this Section 9 will reduce Lessor's entitlement to compensation for its own property interests or obligations, or grant Tenant, Lender, or SBA Lender a right to compensation for an interest it does not own.

Lender or SBA Lender may apply any proceeds payable to Tenant or its leasehold estate in accordance with the Loan documents, including to restoration, replacement, or repayment of the indebtedness secured by the Leasehold Mortgage. If the Lease is terminated due to condemnation, Lessor will pay or cause to be paid to Lender or SBA Lender, as applicable, the portion of condemnation proceeds allocated to Tenant's leasehold interest and improvements, subject to Lender's perfected security interest and applicable law.

- 10) **Subordination, Non-Disturbance, and Attornment Agreement.** At Lender's request, Lessor will acknowledge and execute a commercially reasonable subordination, non-disturbance, and attornment agreement (an "SNDA") in favor of Lender, SBA Lender, and their respective successors and assigns, to confirm and effectuate Lender's security interest in Tenant's leasehold estate and rights under the Lease. The SNDA will be consistent with this Second Amendment and will provide, at a minimum, that: (a) Lessor acknowledges the Leasehold Mortgage and Lender's security interest in Tenant's leasehold estate; (b) Lessor will not disturb Lender's or SBA Lender's rights under the Leasehold Mortgage while Lender or SBA Lender is not in default of its obligations under the SNDA; (c) Lender and SBA Lender will receive the notices and have the cure, acquisition, assignment, reassignment, sublease, insurance-proceeds, condemnation-proceeds, and post-default rights set forth in this Second Amendment; and (d) Lender, SBA Lender, or a purchaser or transferee approved or deemed approved under this Second Amendment will attorn to Lessor and perform Tenant's obligations under the Lease from and after acquiring the leasehold estate.

Lessor will execute and deliver the SNDA within 10 days after receiving Lender's proposed form of SNDA; provided that the proposed SNDA is consistent with this Second Amendment and does not impose obligations on Lessor materially greater than those expressly set forth in this Second Amendment. If a provision in the SNDA conflicts with this Second Amendment, this Second Amendment controls unless Lessor, Tenant, and Lender expressly agree otherwise in a written instrument that specifically identifies the provision being modified.

- 11) **Notices to Lender and SBA Lender.** In addition to any notice requirements in the Lease, notices to Lender or SBA Lender under this Second Amendment must be given in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail, return receipt requested, to the notice address stated in the applicable Leasehold Mortgage or subsequently provided in a written notice to Lessor. Notice will be effective upon actual receipt, except that a notice delivered by nationally recognized overnight courier will be effective on the first business day after deposit with

the courier, and a notice sent by certified mail will be effective three (3) business days after deposit in the United States mail, postage prepaid, unless earlier received.

The initial notice information for Lender and SBA Lender is:

- **Lender:** First Interstate Bank
[LENDER NOTICE ADDRESS]
Attn: [LENDER NOTICE CONTACT]
- **SBA Lender:** [SBA LENDER LEGAL NAME, IF DIFFERENT FROM LENDER]
[SBA LENDER NOTICE ADDRESS]
Attn: [SBA LENDER NOTICE CONTACT]

Lender or SBA Lender may change its notice address by written notice to Lessor and Tenant.

12) Continuing Compliance; Limitations. Nothing in this Second Amendment, the Assignment, any Leasehold Mortgage, or any SNDA will be interpreted or applied in a manner that prevents Lessor from complying with Lewistown City Resolution No. 3820, Section 8(d) of the National Trail Systems Act, 16 U.S.C. Section 1247(d), or the Railbanking Contract. If a provision of this Second Amendment conflicts with a non-waivable legal obligation of Lessor under those authorities, the provision will be enforced to the maximum extent permitted while preserving the parties' intent to protect Lender's and SBA Lender's leasehold security interests.

Except as expressly amended by this Second Amendment, the Lease remains unmodified and in full force and effect, and Lessor, Lessee, and Assignee ratify and confirm the Lease.

13) Representations and Authority. Each party represents and warrants to the other parties that: (a) it has full power and authority to enter into this Second Amendment and perform its obligations under this Second Amendment; (b) this Second Amendment has been duly authorized, executed, and delivered by that party; and (c) this Second Amendment constitutes a legal, valid, and binding obligation of that party, enforceable against that party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and general principles of equity.

14) Further Assurances. Each party will execute and deliver additional documents and take additional actions reasonably necessary to carry out the intent of this Second Amendment, including reasonable estoppel certificates, notices, consents, and acknowledgments requested by Lender or SBA Lender in connection with the Loan, a Leasehold Mortgage, the Assignment, or an SNDA; provided that no party will be required to execute a document that materially expands its obligations beyond those expressly set forth in the Lease as amended by this Second Amendment.

15) Counterparts; Electronic Signatures. This Second Amendment may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one instrument. Signatures delivered electronically or in PDF format will be deemed effective as originals.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease as of the Second Amendment Effective Date.

LESSOR: City of Lewistown, municipal corporation

By: _____ Date: _____, 2026
_____ as _____

ASSIGNEE / TENANT: Three Brothers Holdings, LLC, a Montana limited company

By: _____ Date: _____, 2026
Devlyn Warren as Manager

**ACKNOWLEDGED AND AGREED FOR PURPOSES OF THE PROVISIONS EXPRESSLY
APPLICABLE TO LENDER AND SBA LENDER:**

LENDER: First Interstate Bank

By: _____ Date: _____, 2026
_____ as _____

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT
305 WEST WATSON
LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY
1 WEST END ROAD
LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO VEHICLE INFORMATION Warehouse: MT	0.0000	0.00
0	0	N	2026 FORD F-150 RESPONDER VIN# TBD INFO FRONT OF VEHICLE Warehouse: MT	0.0000	0.00
1	1	Y	221016-0002 UNI 6' SPOTLIGHT BLACK (335) S04 LH Warehouse: MT	395.0000	395.00
1	1	Y	9078 UNITY INSTALLATION KIT LH FOR F150 Warehouse: MT	85.0000	85.00
1	1	Y	ENFWB01G09 SOI, NFILB, FRNT, 8MOD, 2021-24 F150, RW/BW Warehouse: MT Ford F-150 (2021-24) Split Front (DRV) [D12][D12][D12][D12][D12][D12][D12] (PAS) [R_W][R_W][R_W][R_W][B_W][B_W][B_W] Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	985.0000	985.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	1

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
 Telephone: 406-599-5337
 E-mail: jjenness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
 Telephone:
 E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
03/02/26		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Kirk Fried			Kirk Fried			JUSTIN JENNESS					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: MT mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White ***** MOUNTED ON GRILL					185.0000	370.00		
2	2	Y	PMP2BK014 SOI GRILLE MOUNT BRACKET 1 MOD KIT, 2025+ TAHOE Warehouse: MT Grille Mount Bracket 1 Mod Kit for installation on 2025-2026 Chevrolet Tahoe, 2025 F-150, 2025 Ford Expedition for use with 3" and 4" Stud Mount, allows the lights to be attached to the front grille, no need to drill holes					25.0000	50.00		
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MT 100J series composite speaker w/ universal bail brkt-100 watt					195.0000	195.00		
1	1	Y	ETSSVBK14 Ford F-150 Police Responder 2021 - 2025, Frame Mount D Warehouse: MT					45.0000	45.00		

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	2

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number /Description	Unit Price	Extended Price
1	1	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/I SPEAKERS Warehouse: MT LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	460.0000	460.00
1	1	Y	ETSSLFVBK11 SOI FRAME MOUNT AFTERSHOCK SPEAKER MNT 15-23 F1 Warehouse: MT	55.0000	55.00
0	0	N	INFO SIDES OF VEHICLE Warehouse: MT	0.0000	0.00
2	2	Y	EMPSA05BZ-8 SOI, MPWR FASCIA, 4X2, SM, BLK HSG, RED/BLU/WHT Warehouse: MT 4"x2" mpower Fascia with Screw Mount 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU/WHT ***** MOUNTED IN PLACE OF F-150 LOGO ON FRONT FENDER	215.0000	430.00
2	2	Y	PMPSABZ02B SOI MPOWER BEZEL PART Warehouse: MT	15.0000	30.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	3

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kirk Fried			Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: MT mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White ***** MOUNTED IN REAR PASSENGER WINDOWS		185.0000	370.00
0	0	N	INFO REAR OF VEHICLE Warehouse: MT		0.0000	0.00
1	1	Y	MISC EMPTC01N2N Warehouse: MT		795.0000	795.00
2	2	Y	PMPTCM10 SOI MPOWER TRAFFIC CONTROLLER BRACKET, F150 Warehouse: MT		15.0000	30.00
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: MT		85.0000	85.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	4

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EMPSA05BU-6 SOI, MPWR FASCIA 4X2, QM, BLK HSG, RED/BLU/AMB Warehouse: MT 4"x2" mpower Fascia with Quick Mount, 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens: RED/BLU/AMB ***** MOUNTED ON TAILGATE	215.0000	215.00
1	1	Y	PMP2BRK2LPV SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR 4" MPOWER Warehouse: MT	28.0000	28.00
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: MT mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White ***** MOUNTED ON LICENSE PLATE BACKET, WHITE TO SERVE AS B/U LIGHT	185.0000	370.00
1	1	N	INFO TOP OF VEHICLE Warehouse: MT	0.0000	0.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	5

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjenness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	435873 TESSCO150-155 MHZ Phantom Elite Warehouse: MT	110.0000	110.00
1	1	Y	SH-DOCKSMA-001 ROK CUSTOM KIT, GP-IN2236 REPLACEMENT KIT, SMA Warehouse: MT same contents as the GP-IN2236 = GPSB5G + Cell and GPS cables terminated in SMA(M)	195.0000	195.00
1	1	Y	32836 LAIRD (TES) MB8UMI 3/4" BRASS MT, COAX W/MINI-USB CON Warehouse: MT LAIRD # MB8UMI 3/4 " BRASS PERMANENT MOUNT ANTENNA BASE WITH 17' OF RG58/U COAX CABLE WITH AN INSTALLED MINI UHF CONNECTOR. *****	24.0000	24.00
0	0	N	INFO INTERIOR OF VEHICLE Warehouse: MT	0.0000	0.00
1	1	Y	ETSA481RSP SOI, 400 SERIES REMOTE SIREN, 100WATT Warehouse: MT	625.0000	625.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	6

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To

CITY OF LEWISTOWN POLICE DEPT
305 WEST WATSON
LEWISTOWN, MT 59457

Ship To

DANA SAFETY SUPPLY
1 WEST END ROAD
LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: MT END USER:	2,625.0000	2,625.00
1	1	Y	YEAR MAKE & MODEL: 200-1503-11 STALKER SPEED MODULE WITH EXTERNAL ANTENNA Warehouse: MT	255.0000	255.00
1	1	Y	D1200-402 10-8 VIDEO TWO CAMERAS 900 MIC Warehouse: MT	2,350.0000	2,350.00

Print Date 07/30/26
Print Time 02:00:32 PM
Page No. 7

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjenness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kirk Fried		Kirk Fried		JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	TES-521305 PCTEL's NMO-60-204-S1-N Maxrad permanent body mount fo Warehouse: MT TESSCO SKU: 521305 QTY/UOM: 1 EACH UPC: NMO-60-204-S1-N MFG PART #: NMO-60-204-S1-N Specific Frequency0-1000 MHz Qty/ Uom1 Each Thread Size1-1/8-18 DescriptionMaxrad 3/4" permanent hole mount. For use with Motorola style antennas. Cable TypeRG-58/U RF ConnectorSMA Male Cable Length17 ft ManufacturerPCTEL		18.0000	36.00
2	2	Y	BMLPV4900 Tessco PCTEL - 4.9-5.9 Low Profile Antenna, Black Warehouse: MT		42.0000	84.00
1	1	Y	PK0439FDT15F150 SMC 10-VS-RP UNCOATED POLY PARTITION - 2015+ F150 Warehouse: MT VEHICLE YEAR - *****		745.0000	745.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	8

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT
305 WEST WATSON
LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY
1 WEST END ROAD
LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
Telephone: 406-599-5337
E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kirk Fried		Kirk Fried	JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: MT "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	450.0000	450.00
1	1	Y	WK0595FDT15F150 SMC CLEAR POLY WINDOW BARRIER FOR 2015+ FORD F-1: Warehouse: MT VEHICLE YEAR - *****	255.0000	255.00
1	1	Y	7170-0882-02 GJ, CONSOLE PKG, 2021-23 F150, RMK TAB, 20", +P, WIDE Warehouse: MT 7170-0882-02, KIT INCLUDES 2021+ Ford F-150 Wide Body Console Box (7160-1626) Magnetic Base Cell Phone Holder (7160-0996-00) Internal Cup Holder (7160-0846) Printer Armrest (7160-0430) ***** INCLUDES FACEPLATES BELOW 1 - 7140-0385 1 - 7160-0339 1 - 7160-0321 7160-0928	975.0000	975.00
1	1	Y	GAMBER 0-120X360 LOCKING SLIDE ARM SHORT CLEVIS Warehouse: MT	225.0000	225.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	9

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVINGSTON, MT 59047

Contact: JUSTIN JENNESS
 Telephone: 406-599-5337
 E-mail: jjenness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
 Telephone:
 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kirk Fried		Kirk Fried		JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	7160-1010 GJ CLOSE TO DASH F-150 AND SUPER DUTY MOUNT Warehouse: MT		175.0000	175.00
1	1	Y	7160-0857 GJ LOW PROFILE QUICK RELEASE KEYBOARD TRAY Warehouse: MT		145.0000	145.00
1	1	Y	PJ822-VK BROTHER PJ822-VK POCKET JET VEHICLE KIT Warehouse: MT		499.0000	499.00
1	1	Y	2601B EGIS PDM 14 Circuit + Ground w/Kill Switch Warehouse: MT		150.0000	150.00
1	1	Y	4703-150B EGIS Thermal Circuit Breaker 150 A, Surface Mount Warehouse: MT Circuit Breaker, Surface Mount, 150 Amp		150.0000	150.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: MT LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		395.0000	395.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MT		3,950.0000	3,950.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	10

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	617363-D
Customer No.	LEWISTOWN

Bill To
CITY OF LEWISTOWN POLICE DEPT 305 WEST WATSON LEWISTOWN, MT 59457

Ship To
DANA SAFETY SUPPLY 1 WEST END ROAD LIVNGSTON, MT 59047

Contact: JUSTIN JENNESS
 Telephone: 406-599-5337
 E-mail: jjeness@ci.lewistown.mt.us

Contact: LEWISTOWN PD
 Telephone:
 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kirk Fried		Kirk Fried		JUSTIN JENNESS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: MT MOTOROLA RADIO TABLET DOCKING STATION AND KEY BOARD Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		0.0000	0.00

Print Date	07/30/26
Print Time	02:00:32 PM
Page No.	11

Subtotal	19,411.00
Freight	0.00
Order Total	19,411.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

RESOLUTION NO. 4230

A RESOLUTION APPROVING THE FISCAL YEAR 2027 WORK PLAN AND BUDGET FOR TOURISM BUSINESS IMPROVEMENT DISTRICT #1

WHEREAS, Resolution 3806 adopted by the Lewistown City Commission created Tourism Business District #1 (TBID #1) effective February 1, 2013, in order to increase tourist trips and promote and benefit the tourism and lodging industry in Lewistown; and

WHEREAS, TBID #1 provides funding that will promote the health, safety, prosperity, security, and general welfare and will convey a special benefit to the properties within the boundaries of the Tourism Business Improvement District;

WHEREAS, Section 7 of Resolution 3806 requires a work plan and budget be submitted and approved by the City Commission each year:

Powers and Duties of Trustees. The appointed Trustees shall have the powers and duties set out in Sections 7-12-1121 through 7-12-1133, M.C.A. and any other applicable laws, ordinances or regulations. At a time determined by the City Commission, the Board of Trustees shall submit to the City Commission for approval a work plan and budget for the ensuing fiscal year. The City Commission may modify the work plan and budget as it considers necessary and appropriate.

WHEREAS, the duly appointed Trustees for TBID #1 have submitted a proposed work plan and budget for FY2027 which has been reviewed by the City Commission and the Commission finds the same to be appropriate and within the purposes as set forth by law for tourism business district uses;

WHEREAS, the work plan and budget submitted by the Board provides for liability insurance coverage insuring the District, the Board, and the City of Lewistown against legal liability

for personal injury and property damage in an amount deemed appropriate by the City.

WHEREAS, as provided by MCA Section 7-12-1132(3), and after due notice being given, the City Commission held a public hearing on objections to the proposed work plan and budget and considered all comments made at such hearing;

NOW, THEREFORE, BE IT RESOLVED, that the attached FY2027 Work Plan and budget for TBID #1 is hereby approved.

APPROVED by the City Commission of the City of Lewistown, Montana this 17th day of August 2026.

Danielle Buehler
Commission Vice Chairman

ATTEST:

Nikki Brummond, City Clerk

Sponsorship/Event**\$20,000.00**

Business Enhancement expenditures are defined as activities that enhance the hotelier business by generating room nights within the community. Activities may include sponsorship of school and non-school sporting tournaments, recruitment of recreational activities, events, conferences, conventions, community activities, and other sponsorships.

Marketing**\$56,000.00**

Marketing expenditures are defined as expenses related to promotion of the region as a preferred travel destination. Marketing may include advertising in brochures, catalogues, flyers, or other printed or methods of communicating the value of traveling to and staying in Lewistown and Fergus County. Marketing is the process of communicating the value of a product or service through positioning to customers. Marketing can be looked at as an organizational function and a set of processes for creating, delivering and communicating value to customers, and managing customer relationships in ways that benefit the organization.

Marketing is often thought as these four methods: relationship marketing, internal marketing, integrated marketing, and socially responsive marketing. The set of engagements necessary for successful marketing management includes, capturing marketing insights, connecting with customers, building strong brands, shaping the market offerings, delivering and communicating value, creating long-term growth, and developing marketing strategies and plans.

Other Opportunities**\$4,000.00**

There may be times when a circumstance presents itself that the board has not considered, this category allows the board some discretionary funds to advance the mission of the TBID by utilizing this opportunity. Opportunities will most likely fall outside of the other funding categories.

Admin Operation Costs including insurance**\$1,000.00**

State law (7-12-1143) requires the annual budget and work plan provide for liability insurance coverage insuring the District, the Board, and the City of Lewistown against legal liability for personal injury and property damage in an amount deemed appropriate by the City.

Total Expenditures Budgeted**\$81,000.00****Reserves:****\$15,000.00**

An amount will be held in reserves to aid in cash flow and ensure funds are readily available when needed. This amount is 10-30% of the total available funds.

Total**\$96,000.00**

In accordance with City of Lewistown Ordinance No. 3806 this is the Work Plan and Budget for FY 26-27 using a July 1, 2026 through June 30, 2027 fiscal year.

Revenue	BUDGET
Projected Collections in 1 st FY Quarter (Jan., Feb., March 2027)	\$11,000.00
Projected Collections in 2 nd FY Quarter (April, May, June 2027)	\$18,000.00
Projected Collections in 3 rd FY Quarter (July, August, Sept. 2026)	\$26,000.00
Projected Collections in 4 th FY Quarter (Oct., Nov, Dec. 2026)	<u>\$18,000.00</u>
Total Revenues	\$73,000.00
Carryover from FY26 (estimated)	\$23,000.00
Total Funds	<u>\$96,000.00</u>

Expenditures Budgeted

Based on the previous year, this work plan has been developed to be broad enough to address upcoming opportunities and yet focused enough to comply with the intent of the TBID's mission of generating room nights for lodging facilities in the City of Lewistown, Montana and Fergus County by effectively marketing our region as a preferred travel destination.

Funding is being allocated to five areas including a reserve fund, as follows:

Sponsorship/Event	\$20,000.00
Marketing	\$56,000.00
Other Opportunities	\$4,000.00
Admin Operation Costs including insurance	<u>\$1,000.00</u>
Total Expenditures Budgeted	\$81,000.00
Reserves:	<u>\$15,000.00</u>
Total Expenditures	<u>\$96,000.00</u>

RESOLUTION NO. 4231

A RESOLUTION APPROVING AN ASSESSMENT TO DEFRAY THE COST OF THE WORK PLAN AND BUDGET FOR TOURISM BUSINESS IMPROVEMENT DISTRICT #1 FOR FISCAL YEAR 2027

WHEREAS, Resolution 3806 adopted by the Lewistown City Commission created Tourism Business District #1 (TBID #1) effective February 1, 2013, in order to increase tourist trips and promote and benefit the tourism and lodging industry in Lewistown; and

WHEREAS, TBID #1 provides funding that will promote the health, safety, prosperity, security, and general welfare and will convey a special benefit to the properties within the boundaries of the Tourism Business Improvement District;

WHEREAS, MCA Section 7-12-1132(3) requires the governing body to levy an assessment upon all of the property in the district using as a basis one of the methods prescribed in MCA Section 7-12-1133 and the City has previously selected the method to be used in Resolution 3806:

Assessments. All lodging facilities, as defined in Section 8, that are within the District will be assessed for their proportionate share of the costs of maintaining the activities of the Tourism Business Improvement District as prescribed in Section 7-12-1133(2)(c) M.C.A. The assessments to fund the work plan for the first fiscal year are to be collected from all lodging facilities with 6 or more rooms within the boundaries of the district and all such lodging facilities shall be subject to an assessment of one dollar (\$1.00) per occupied room night. Stays by persons who are otherwise exempt from paying a transient occupancy tax (a.k.a. lodging facility use tax), as provided in Sections 15-65-101 through 15-65-136 MCA, shall be exempt from the assessment. The assessments may

be modified annually by adoption of a resolution or adoption of the City's budget.

WHEREAS, the City finds that the method and amount of assessment as described in Resolution 3806 is appropriate for FY 2027 and does not require modification.

NOW, THEREFORE, BE IT RESOLVED, that all lodging facilities that are within TBID #1 will be assessed for their proportionate share of the costs of maintaining the activities of the Tourism Business Improvement District as prescribed in Section 7-12-1133(2)(c) M.C.A. The assessments to fund the work plan for the fiscal year 2027 shall be collected from all lodging facilities with 6 or more rooms within the boundaries of the district and all such lodging facilities shall be subject to an assessment of one dollar (\$2.00) per occupied room night. Stays by persons who are otherwise exempt from paying a transient occupancy tax (a.k.a. lodging facility use tax), as provided in Sections 15-65-101 through 15-65-136 MCA, shall be exempt from the assessment.

APPROVED by the City Commission of the City of Lewistown, Montana, this 17th day of August 2026.

Loraine Day
Chairman of the Commission

ATTEST:

Nikki Brummond, City Clerk