



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*February 24, 2015  
7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

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

- |    |                                 |           |
|----|---------------------------------|-----------|
| a. | City Council Meeting            | 2/10/2015 |
| b. | Finance Committee Meeting       | 2/05/2015 |
| c. | HR Committee Meeting            | 2/11/2015 |
| d. | Flood Control Committee Meeting | 2/17/2015 |

### 2. SCHEDULE MEETINGS

### 3. REQUEST OF CITIZENS & PUBLIC COMMENT

### 4. APPOINTMENTS

### 5. PROCLAMATIONS

### 6. STAFF REPORTS

*Planner-in-Training Dawn Colton:* Follow up on Tongue River Railroad Environmental Impact Statement

*Public Utilities Director Allen Kelm:* City of Miles City Received the Rural Water Systems of Montana's "Outstanding System of the Year Award" for 2014-2015

### 7. CITY COUNCIL COMMENTS

### 8. MAYOR COMMENTS

### 9. COMMITTEE RECOMMENDATIONS

#### *Flood Control: 2/17/15:*

- Recommend to approve and move forward with 500-Year Flood Control Structure
- Recommend approval for Floodplain Administrator Malenovsky to organize an Ad hoc Committee to oversee the 500-Year structure option
- Recommend approval to pursue a contract with KLJ for the flood and funding options in regards to the chosen 500-year levee option

***Finance Committee: 2/19/15***

- Recommend approval of a minimum \$15 per month payment
- Recommend approval of up to \$2,000 for furniture and miscellaneous moving expenses for Police Department
- Recommend to not waive reconnection fee

10. **BID OPENING**  
**BID AWARDS**

11. **PUBLIC HEARINGS**

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- A. **RESOLUTION NO. 3775:** A Resolution Adopting A Purchasing Cardholder Policy For The City Of Miles City, Montana
- B. **RESOLUTION NO. 3777:** A Resolution Approving An Amendment To Engineer-Owner Agreement With Kadrmas, Lee & Jackson, Inc., For Development Of A Flood Mitigation Plan In Relation To The Miles City Flood Control Feasibility Study
- C. **RESOLUTION NO. 3778:** *(First Reading)* A Resolution Pursuant To §7-6-4006 Of The Montana Code Annotated, Authorizing Amendment Of Final Budget For FY 2014-2015 To Increase The Budgeted Amount In Fund # 2510-107-430233-350 To Fund Overage Expenses For The Tatro Street CTEP Project
- D. **RESOLUTION NO. 3779:** A Resolution Approving An Easement For Road Purposes Granting Access Across City Owned Property To Landmark Land Company, LLC
- E. **RESOLUTION NO. 3780:** A Resolution Approving And Granting An Easement For Access And Utilities Across City Owned Property To Landmark Land Company, LLC

14. **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

**REGULAR COUNCIL MEETING February 10, 2015**  
**7:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, February 10, 2015, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor Grenz called the meeting to order. Council Members present were Roxanna Brush, Sheena Martin, Dwayne Andrews, Ken Gardner, Jerry Partridge, John Hollowell and Susanne Galbraith. Mark Ahner was excused.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Public Works Director Scott Gray, Public Utilities Director Al Kelm, Interim Fire Chief Cameron Duffin, Grant Administrator /Historic Preservation Officer Connie Muggli, Planner in Training Dawn Colton and Deputy City Clerk/Minute Recorder Connie Watts.

**PLEDGE OF ALLEGIANCE**

Mayor Grenz led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 1/27/2015**

- \*\* *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of January 27, 2015, seconded by Councilperson Gardner and the motion **passed** unanimously, 7-0.*

**Finance Committee Meeting: 1/22/15**

- \*\* *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of January 22, 2015, seconded by Councilperson Gardner and the motion **passed** unanimously, 7-0.*

**Public Services Committee: 1/30/15**

- \*\* *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of January 30, 2015, seconded by Councilperson Brush and the motion **passed** unanimously, 7-0.*

## SCHEDULE MEETINGS

- Human Resources Committee: 2/11/15 @ 6:00 p.m.
- Public Safety Committee: 2/12/15 @ 6:00 p.m.
- Flood Control Meeting: 2/17/15 @ 6:00 p.m.
- CTAP Training Meeting at MCC: 2/17/15 @ 6:00 p.m. to 10:00 p.m.
- Miles City Study Commission: 2/19/15 @ 5:15 p.m.
- Finance Committee: 2/19/15 @ 1:00 p.m.

## REQUEST OF CITIZENS & PUBLIC COMMENT

None

## APPOINTMENTS

### **Miles City Airport Commission: *Bob Lunde***

Mayor Grenz offered Bob Lunde as a new member of the Airport Commission and requested approval of the Council. The Council had no objections. The appointment must still be approved by the Airport Commission.

## PROCLAMATIONS

- None

## STAFF REPORTS

### ***Interim Fire Chief Duffin – SAFER Grant***

Interim Fire Chief Duffin reported that he has been working with City Grant Administrator Connie Muggli on this grant. The purpose of the Grant is "... to provide funding directly to fire departments ..... to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire related hazards, and to fulfill traditional missions of fire departments." The grant would pay 100% of the total cost of new employees for two years, with a 0% match. It would fund up to five additional employees in the Fire Department. Chief Duffin felt the fifth person might not be sustainable and viable, so he proposed asking for only four.

The National Fire Protection Association recommends four people per shift; he currently has three shift positions and one daytime supervisor position. He is only calling in one part-paid person now on calls instead of two, as they have done before. As a result, there have been some ambulance transfer requests to Billings that he has had to turn down.

Mayor Grenz called for a straw poll from the Council whether the council members felt Chief Duffin should pursue the grant. All Council members voted "aye."

### ***Public Works Director Scott Gray- Denton Field***

His staff has recently been approached about continued improvement to the Denton Field Sports Complex. Recent improvements over the last five years include the bathhouse and docks at the Oasis, Riverside Park bathroom and walkway with lights, improvements on the JC Field dugouts, Tedesco field improvements, and Connor's field football bleachers, press box and concession stand. Director Gray stated the complex draws a lot of visitors and efforts are now being made to place the Complex on the National Register of Historic Places.

There are still many improvements needed. A committee was recently formed to evaluate the facility. The committee members toured the Complex and drew up a list of things that need to be done. Some of those items include the press box on the baseball side, baseball dugouts and the roof on the grandstand. The restrooms are not adequate or ADA compliant. Public safety issues would be his first priority.

He expressed the desire to start moving forward on the solid numbers and working with Connie Muggli on procuring funds, including grants and corporate sponsorships. Director Gray felt strongly that the City needs to be proactive in not letting a great facility fall into neglect. After the weather warms up, he would like the Council to tour the Denton Sports Complex. He has received huge community support for this project.

### ***City Planner-in-Training Dawn Colton- Surface Transportation Board, Washington, DC***

The City Planner-in-Training had distributed to the Council a letter she had recently received from the Surface Transportation Board asking for comments on another environmental impact statement on the Tongue River Railroad. They are asking the City to concur with the second to the last paragraph on Page 3, as follows: *"OEA (on behalf of FHWA) is requesting your written concurrence with the following statements: (1) the Spotted Eagle Recreation Area is eligible for Section 4(f) protection; (2) there are no other City-managed Section 4(f) properties potentially affected by the proposed Tongue River Railroad; and (3) the proposed Tongue River Railroad would not adversely affect the activities, features, and attributes of the property identified above and a de minimis impact finding is appropriate or could be reached with the development and implementation of additional mitigation measures not yet identified."* After discussion, City Planner Colton said she would try to get someone to come down from Helena to speak with the Council. Mayor Grenz asked that this issue be placed on the next agenda.

## **CITY COUNCIL COMMENTS**

### ***Roxanna Brush***

- Received a call from a citizen who wished to thank the rescue squad that came and helped him with his wife when she was sick.
- The County Commissioners want to meet with her on Tuesday, February 17<sup>th</sup> regarding the Health Board. Attorney Rice said he had sent the county attorney an email saying it was his understanding that he (the County Attorney) was to write a draft to consolidate the two health boards. Ultimately, the County Attorney will be advising that board.

***Susanna Galbraith:*** Thanked the community for the tremendous success of the Special Olympics event at the Fire Department recently. Over \$10,000 was raised, 60% of which stays in the community. Only about \$1600 had been expected.

### ***John Hollowell:***

- The Flood Control committee will be reviewing recommendations regarding the options that KLJ has developed for the flood assessment study.
- Economic Development Committee: No updates are available at this time. The Committee has currently been going through more internal checks right now.
- He received a letter from Jim Atchinson, who was in Helena fighting for HB 1228 to increase the coal board funding.

## **MAYOR COMMENTS**

- Mentioned the “blind” corner between the Rib and Chop patio and Murdoch’s. When people park on that east/west street, it is almost impossible to see a vehicle coming when stopped on the north/south street. In answer to his question whether on-street parking was allowed, City Planner Colton reported that the covenants in that area had been rescinded, except for prohibited uses. Therefore, on-street parking is not prohibited in that area.
- Reported that HB1008, which would allow cities to impose a local option tax, is currently moving through the legislature. He urged letters be written to Tim Burton to support this measure.
- Mayor Grenz noted that Councilperson Galbraith’s father and Sigrid Laird were in the hospital. He wished them both a speedy recovery.

## **STANDING COMMITTEE RECOMMENDATIONS**

### ***Finance Committee Meeting of 1/22/15***

- Ambulance Bill Requests: The Committee had recommended to lower the monthly required payment to \$15 per month.
  - Reimbursement of \$420 for Impound Fees: The Committee had recommended paying these fees. The individual was not told that his vehicle was in the impound lot, which had accumulated \$420 in fees before he was notified.
- \*\* *Councilperson Galbraith moved to approve the recommendations, seconded by Councilperson Andrews and **passed unanimously**, 7-0.*

## **BID OPENINGS/AWARDS**

- None.

## **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1285:** An Ordinance Changing The Zoning Of Tract A In Certificate Of Survey No. 141761, Tract B In Certificate Of Survey No. 158155, And Tract 1 Of The Ponderosa Tracts / Hardesty Tracts, From Mixed Zones To Heavy Commercial Zone, And Providing For A Hearing Thereon (*McBain-Sanjel Request: Yellowstone Valley*)

Mayor Grenz called for comments from proponents three times, then opponents three times and, hearing none, **the hearing was closed.**

## **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1285:** (*Second Reading*) An Ordinance Changing The Zoning Of Tract A In Certificate Of Survey No. 141761, Tract B In Certificate Of Survey No. 158155, And Tract 1 Of The Ponderosa Tracts / Hardesty Tracts, From Mixed Zones To Heavy Commercial Zone, And Providing For A Hearing Thereon (*McBain-Sanjel Request: Yellowstone Valley*)

\*\* *Councilperson Galbraith moved to approve Ordinance No. 1285 by title only, seconded by Councilperson Gardner*

\*\* *Councilperson Hollowell moved to amend the motion to reflect the revised legal description for Tracts A & B, as set out in the title of the above Ordinance 1285. The motion to amend was seconded by Councilperson Gardner and, on roll call vote, passed unanimously.*

\* *On roll call vote, Councilperson Galbraith's motion to approve Ordinance*

No. 1285 then passed, as amended, by unanimous consent. **Ordinance No. 1285 was adopted.**

## NEW BUSINESS

A. **SUBDIVISION APPROVAL:** Meadows Subdivision, Amended Block 2, Lot 3A-1 Subsequent Minor Subdivision (*Dairy Queen/Farm Credit Services Property*)

B. **\*\*** *Councilperson Brush moved to approve the Meadows Subdivision, Amended Block 2, Lot 3A-1, Subsequent minor Subdivision, seconded by Councilperson Hollowell. After discussion and on roll call vote, the motion passed unanimously, 7-0. **The subdivision was approved.***

C. **Ballot re: Proposed Plan of Dissolution for Eastern Plains Resource Conservation and Development Area, Inc.**

City Attorney Rice explained that Eastern Plains Resource Conservation and Development Area, Inc. predates the local Economic Development Council and has been defunct for several years. The group has \$20,000 in a bank account, which will be distributed to the members after the group is dissolved.

**\*\*** *Councilperson Brush moved to approve the proposed plan for dissolution, seconded by Councilperson Gardner and, on roll call vote, passed unanimously, 7-0. **The Proposed Plan for Dissolution was approved.***

D. **ORDINANCE NO. 1286:** (*First Reading*) An Ordinance Changing The Zoning Of Lots 9, 10, 11 And 12 In Block 86 Of The Miles City Original Townsite From Residential A Zone To General Commercial Zone, And Providing For A Hearing Thereon (*Request by Douglas Emeline – 816 Atlantic*)

**\*\*** *Councilperson Galbraith moved to accept Ordinance No. 1286 on first reading, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed unanimously, 7-0. **Ordinance No. 1286 passed on first reading and was referred to the Finance Committee. The second reading and public hearing is set for March 3, 2015.***

E. **RESOLUTION NO. 3774:** A Resolution Authorizing The City Of Miles City To Enter Into An Agreement With M&L Enterprises For Subdivision Phase II, III and IV Deadline Extension (*Southgate Meadows*)

**\*\*** *Councilperson Gardner moved to accept Resolution No. 3774, read by*



*title only and seconded by Councilperson Hollowell. After brief discussion and on roll call vote, the motion passed unanimously, 7-0.*  
**Resolution No. 3774 was adopted.**

**F. Approval of January, 2015, Claims**

**\*\*** *Councilperson Hollowell moved to approve the January claims, seconded by Councilperson Andrews. The motion passed unanimously, 7-0.*  
**January claims were approved.**

**ADJOURNMENT**

**\*\*** *Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Partridge and passed unanimously.*

The meeting was adjourned at 8:10 p.m.

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**C.A. Grenz, Mayor**

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**Lorrie Pearce, City Clerk**

## **Finance Committee Meeting February 5, 2015**

The Finance Committee met Thursday, February 5<sup>th</sup>, 2015, at 12:00 p.m. in the City Hall Conference Room. Present were Committee Chairperson Susanne Galbraith and Committee Members John Hollowell, Dwayne Andrews and Sheena Martin.

Also present was Interim Fire Chief Cameron Duffin, Police Chief Doug Colombik, City Clerk Lorrie Pearce, Public Utilities Director Al Kelm, Mayor C.A. Grenz and Committee Recorder/HR/Payroll Officer Billie Burkhalter.

Committee Member Galbraith called the meeting to order.

### **1. REQUEST OF CITIZENS:**

-None.

### **2. REVIEW AND MAKE RECOMMENDATION ON AMBULANCE BILL COLLECTION POLICY:**

Chief Duffin presented an Ambulance Bill Collection Policy to the Committee. He explained that at the last Finance Committee meeting it was requested that he update the policy to reflect a minimum monthly payment of \$25.00 for any customer who cannot pay the bill in full. The City's ambulance billing agency, Solestone, also has this requirement.

Committee Member Andrews suggested the following corrections to the presented policy:

- Under Ambulance Bill Collection Policy:
  - ✓ #3. Delete "patient" Add: "to the patients phone number"
  - ✓ #4. Add "certified"
- Under Private Pay:
  - ✓ #3. Add "throughout the daytime hours"
- Under Medicare/Medicaid:
  - ✓ #3. Add "requiring a 30 day payment"
  - ✓ #7 Delete "DCI Credit Services Inc." Add: "collection service"
- Under Payments:
  - ✓ #1. Delete "Solestone" Add: "the billing agency"

The Committee requested Chief Duffin make these changes to the policy and bring it back to the Finance Committee for its review.

### **3. REVIEW AND MAKE RECOMMENDATION ON PARK USE POLICY:**

City Clerk Pearce explained that there is currently not a specific policy on the use of parks in the City, as everything that deals with the parks has already been passed by the City Council through Ordinance. The presented information on park use could be used more as a guideline.

City Clerk Pearce requested the Committee to not make any recommendations at this time. She explained that, due to the complexity of this issue, she would request that two members from the Finance Committee, Director Gray and herself work on the guidelines and bring back to the Committee when they are completed.

Chairperson Galbraith stated that the current fees to reserve the park are \$10, and to obtain an Alcohol Variance is \$25. She was informed by Parks Foreman Stone that these fees do not cover the park employees' time cleaning up after the groups or events have taken place. She would suggest the fees be increased to \$25 for a park reservation and \$50 for an Alcohol Variance.

Director Kelm disagreed with the proposed increases. He explained that the \$10 park reservation fee does not go towards park employees' wages but is just to reserve a specific area in the parks. He feels that people have already paid for the parks through their taxes and it would be like charging them twice. He further stated a fee of \$50 for an Alcohol Variance is excessive, as it is already required to obtain a million dollar insurance policy, which costs over a \$100. He believes with these increases it would discourage people from using the parks.

City Clerk Pearce stated she had researched other cities and towns for what their charges and procedures are for park use. She explained that most other places do charge \$25 for a park reservation or user fee that is non-refundable. There also are many places that charged a refundable deposit fee for clean-up.

Committee Member Martin agreed with the proposed increases. She further stated that charging \$50 for an Alcohol Variance would set precedence for responsibility. Chairperson Galbraith agreed.

Committee Member Hollowell stated that he would agree to a refundable cleaning deposit, but did not favor any increases to the park reservation or Alcohol Variance.

Committee Member Hollowell will meet with Public Works Director Gray and City Clerk Pearce to develop a more in depth guideline for park use.

#### **4. REVIEW AND MAKE RECOMMENDATION ON CREDIT CARD POLICY:**

Chairperson Galbraith explained that the way the credit card policy is now, employees are not allowed to place business related hotel expenses on credit cards. A travel advance form needs to be filled out prior to the employee leaving and then they are given a check for the hotel expense.

Director Kelm stated he would recommend changing the policy to allow hotel expenses be placed on the credit card. He explained the hotel industry has changed a lot since this policy was originally adopted. Now, to make a hotel reservation, there has to be either a credit card on file or a cash deposit ranging anywhere from \$50 to \$100. This requires the employee to use their credit card or cash while they are away on City business. He explained being able to use the City credit card would simplify the process and make it easier on the traveling employee.

Committee Member Andrews suggested the following corrections to the presented policy:

- Under E. Reconciliation and Payment:
  - ✓ Delete in the third sentence “finance office” Add: “City Clerk’s office”

\*\* *Committee Member Hollowell moved to recommend to City Council to approve the presented Purchasing Cardholder Policy, with corrections. The motion was seconded by Committee Member Galbraith and, on roll call vote, motion passed unanimously 4-0.*

## 5. REVIEW CELLULAR PHONE POLICY:

City Clerk Pearce explained that currently the City does not have a cell phone policy. In reviewing how employees are reimbursed for the use of their personal cell phones, she noted that there are major inconsistencies.

City Clerk Pearce requested that a committee be formed consisting of two people from the Finance Committee and two employees who could meet and work on a policy. Director Kelm and City Clerk Pearce will work on the information to present to the Committee at a later date.

## 6. CLAIMS REVIEW SCHEDULE:

Committee Member Andrews:	1 <sup>st</sup> Quarter (January – March)
Committee Member Martin:	2 <sup>nd</sup> Quarter (April - June)
Chairperson Galbraith:	3 <sup>rd</sup> Quarter (July – September)
Committee Member Hollowell:	4 <sup>th</sup> Quarter (October-December)

## 7. ADJOURNMENT

\*\* *Committee Member Hollowell moved to adjourn the meeting, seconded by Committee Member Andrews and passed unanimously, 4-0.*

The meeting was adjourned at 1:10 p.m.

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Susanne Galbraith Chairperson

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Billie D. Burkhalter, HR/Payroll Officer

## Human Resources Committee

February 11, 2015

The **Human Resources Committee** met Wednesday, February 11, 2015, at 6:00 p.m. in the Conference Room at City Hall. Present were Committee Members Roxanna Brush, Sheena Martin and Ken Gardner. Committee Member Mark Ahner was excused. Also present was HR/Payroll Officer /Committee Recorder Billie Burkhalter.

### 1. ELECTION OF CHAIRPERSON:

**\*\*** *Committee Member Gardner moved to nominate Committee Member Roxanna Brush for Chairperson of the Human Resources Committee. The motion was seconded by Committee Member Martin.*

After hearing no further nominations:

**\*\*** *Motion then passed unanimously.*

### 2. REVIEW BENEFITS/COMPENSATION OF ELECTED OFFICIALS:

Chairperson Brush stated that compensation and benefits for elected officials has not been reviewed in almost ten years. She would like the Committee to address this issue prior to the upcoming fiscal year budget meetings.

The Committee decided that, in conjunction with the Human Resource Officer they would research how other Cities and Towns compensate their elected officials along and with what benefits are received. This will be addressed at the next scheduled meeting.

### 3. REQUEST OF CITIZENS:

-None.

### 4. COMMITTEE MEMBER COMMENTS:

-None.

### 5. ADJOURNMENT:

The next Human Resource Committee meeting is scheduled for February 25, 2015, at 6:00 p.m.

**\*\*** *Committee Member Gardner moved to adjourn the meeting. The motion was seconded by Committee Member Martin and passed.*

The meeting was adjourned at 6:10 p.m.

Respectfully submitted,

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Billie D. Burkhalter, Recorder

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Chairperson Roxanna Brush

**Flood Control Committee**  
**February 17, 2015**

The **Flood Control Committee** met Tuesday, February 17, 2015, at 6:00 p.m. in the City Hall Conference Room. Present were Committee Members John Hollowell, Dwayne Andrews, Ken Gardner and Sheena Martin. Also present was Floodplain Administrator Sam Malenovsky, KLJ Engineer Project Manager Carl Jackson, County Commissioner Jason Strouf and Recorder HR/Payroll Officer Billie Burkhalter.

**1. Election of Chairperson:**

*\*\* Committee Member Andrews moved to nominate Committee Member John Hollowell for Chairperson of the Flood Control Committee. The motion was seconded by Committee Member Gardner.*

After hearing no further nominations:

*\*\* Motion then passed unanimously.*

**2. Request of Citizens/Public Comment:**

-None.

**3. Committee Members Comments:**

-None.

**4. Recommendation to Council for approval of Flood Hazard Mitigation contract:**

Administrator Malenovsky explained the City already has the FEMA Grant for the Flood Hazard Mitigation contract; it just needs to be approved by the City Council. This contract will help towards points for the CRS (Community Rating System). The purpose of this contract is to help determine what the City currently has for weak points along the dike. KLJ Project Manager Carl Jackson added that there is not any out of pocket expense for the City.

*\*\* Committee Member Martin moved to recommend to Council to approve the Flood Mitigation Contract. The motion was seconded by Committee Member Gardner and, on roll call vote, motion carried unanimously.*

**5. Recommendation to Council for option of Flood Assessment Study:**

Administrator Malenovsky explained there are five options for the City to choose from:

1. Do Nothing
2. LOMRs – Letter of Map Revision
3. Letter of Map Change by using a 2D model
4. 100-Year Flood Control Structure
5. 500- Year Flood Control Structure

She explained the response she has received from the public has been in support of the levee being constructed. Committee Member Gardner stated he has talked to his constituents and that most are in favor of rebuilding the levee. Committee Member Andrews stated after reviewing the study it only made sense to go with the 500 year levee. He added that it may cost more, but it offers more protection to the City. Committee Member Martin agreed.

Administrator Malenovsky noted that there is always a potential that the Federal government could change the requirements for the levee and the 500 year option would give the City more flexibility to modify or extend the dike.

Administrator Malenovsky stated she has a meeting with representatives from Congressman Ryan Zinke's office and will exhaust all avenues of funding sources to be able to complete this project.

County Commissioner Jason Strouf stated he has met with Administrator Malenovsky and KLJ Project Manager Carl Jackson concerning the floodplain issue in Miles City. He explained the County Commissioners believe that it would be beneficial if the City and County did a joint resolution in support of the proposed levee and that it would only make sense financially to go with the 500 year levee option. He further stated that the County has a grant writer who would be very willing to look at available grants once the option has been chosen.

*\*\* Committee Member Andrews moved to recommend to Council to approve and move forward with the option of: "500- Year Flood Control Structure". The motion was seconded by Committee Member Martin and, on roll call vote, the motion carried unanimously.*

#### **6. Recommendation to Council for Ad hoc Committee to oversee option chosen:**

Chairperson Hollowell explained that this Ad hoc Committee would be set up to oversee the recommendation the Council approved and to explore funding options.

Administrator Malenovsky stated this committee would be made up of agencies that the City has to work and collaborate with to accomplish the project. The potential members would include, but are not limited to, people from DNRC, KLJ, City, County, FEMA, Army Corp, Fish Wildlife and Parks, and the Conversation District. This committee would develop a plan, purpose and objective to oversee the option chosen.

Project Manager Jackson explained that it is going to take a lot of heavy financial lifting to get this kind of project going. He would recommend the Flood Committee members start thinking about people in the Community that would passionately champion this project. These people would need to be willing to write letters of support to the Senator's office and the Governor's office, as well as be willing to go to political meetings to represent Miles City and



be an advocate for the project and the City.

*\*\* Committee Member Gardner moved to recommend to Council to have Floodplain Administrator Malenovsky organize an Ad hoc Committee to oversee the 500 Year structure option. The motion was seconded by Committee Member Andrews and on roll call vote, motion carried unanimously.*

**7. Recommendation to Council to pursue a contract with KLJ for chosen Flood option, funding options:**

Chairperson Hollowell explained this is a request to pursue a contract with KLJ and their Government Relations Specialist, Becky Bey, for the chosen flood option.

*\*\* Committee Member Martin moved to recommend to Council to pursue a contract with KLJ for the flood and funding options in regards to the chosen 500 year levee option. The motion was seconded by Committee Member Andrews.*

Administrator Malenovsky explained that KLJ's Government Relations Group would help search for funding for the 500 year flood control structure. She stated that this group would be a great resource to the City, saving time and money, as they already have established contacts for funding options.

KLJ Project Manager Jackson explained that the Government Relations group would work in collaboration with the City to find funding sources. He stated this group has been very successful in the past, bringing tens of millions of dollars to KLJ clients through their proactive grant writing and networking.

*\*\* On roll call vote, motion carried unanimously.*

**8. Adjournment**

KLJ Engineer Project Manager Jackson stated that he could not thank Administrator Malenovsky enough for all of her hard work. He explained that the contract with his firm and the City is almost complete and hopes this partnership continues in the future. He thanked the Committee for the support and trust that they placed in KLJ.

*\*\* Committee Member Andrews moved to adjourn the meeting, seconded by Committee Member Gardner and passed unanimously, 4-0.*

There being no further business, the Committee adjourned at 6:55 p.m.

Respectfully Submitted,

Flood Control Committee Chairperson

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Billie D. Burkhalter, Recorder

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John Hollowell, Chairperson

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# CITY OF MILES CITY

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

Telephone: 406-234-3462

## INTEROFFICE MEMO

**DATE:** 2/10/2015  
**TO:** CITY COUNCIL MEMBERS, MAYOR  
**CC:** CITY ATTORNEY, SCOTT GRAY  
**FROM:** DAWN COLTON  
**RE:** COMMENT ON ENVIRONMENTAL IMPACT STATEMENT FOR PROPOSED TONGUE RIVER RAILROAD

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The City, via the Planning Office, has received a request from the Surface Transportation Board to submit comments for the draft Environmental Impact Statement for the route of the proposed Tongue River railroad. One route alternative passes through the west side of Spotted Eagle Recreational Area very near the cattails and wetlands at the NW corner. They would like a response by Feb 25<sup>th</sup>.

Please review the attached materials and decide how the City would like to respond to this request. If you have any questions, please feel free to call me at 234-6339.

Thank you,



Dawn Colton



**SURFACE TRANSPORTATION BOARD**  
 Washington, DC 20423

*Office of Environmental Analysis*

January 28, 2015

Dawn Colton  
 Community Services and Planning  
 17 South 8th Street  
 Miles City, MT 59301

Re: Docket No. FD 30186, Tongue River Railroad Company, Inc.—Rail Construction and Operation—in Custer, Powder River and Rosebud Counties, Mont.; **Request for Information Regarding 4(f) Applicability for the Spotted Eagle Recreation Area, Measures to Minimize Harm, and *de minimis* Findings**

Dear Ms. Colton:

The purpose of this letter is to request your input as the official **with** jurisdiction over the property identified below regarding the following three issues: (1) the **applicability** of Section 4(f) of the U.S. Department of Transportation Act of 1966 to the **recreation property** that could be affected by the proposed Tongue River Railroad; (2) whether there are any other properties under the jurisdiction of Miles City that would qualify as Section 4(f) properties and would be affected by any of the alternative rail alignments for the proposed new rail line; and (3) whether a finding of *de minimis* impacts is appropriate. To assist your review, we have attached two maps showing the alternative rail alignments.

**Section 4(f) Background**

As you are aware, the Surface Transportation Board's (Board) Office of Environmental Analysis (OEA) is in the process of developing a Draft Environmental Impact Statement (EIS) for the proposed Tongue River Railroad. OEA anticipates that the Draft EIS will include a determination that four of the alternatives analyzed for the proposed Tongue River Railroad could have an effect on one recreational property managed by Miles City that is eligible for protection under Section 4(f).

Although the Board is administratively affiliated with the U.S. Department of Transportation, the Board is an independent decision-making body whose governing statute is the Interstate Commerce Act (as amended by the ICC Termination Act). As such, Section 4(f) does not apply to Board actions. But if the Board were to approve an alternative that crosses Interstate 94, an underpass would need to be built, which would require approval from the Federal Highway Administration (FHWA) in coordination with the Montana Department of Transportation. This FHWA approval is subject to Section 4(f) and therefore, FHWA cannot

approve the use of land from publicly owned parks, recreation areas, wildlife and waterfowl refuges, or public and private historical sites unless there is no feasible and prudent alternative, and the project includes all possible planning to minimize harm to the Section 4(f) property.

Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (49 U.S.C. 303), ~~also known~~ as SAFETEA-LU, amended Section 4(f) statutory requirements to include an exception for uses of protected land that would have a *de minimis* impact on that land. The U.S. Secretary of Transportation may make a finding of *de minimis* impact if the project “will not adversely affect the activities, features, and attributes of the park, recreation area, or wildlife or waterfowl refuge eligible for protection” under Section 4(f), and if the “Secretary has received concurrence from the officials with jurisdiction over the park, recreation area, or wildlife or waterfowl refuge.”

### **Eligible Section 4(f) Properties**

Properties protected under Section 4(f) include “significant publicly owned public parks and recreational areas that are open to the public and significant publically owned wildlife and waterfowl refuges.” The term *significant* means that, in comparing the availability and function of the park, recreational area, or wildlife and waterfowl refuge with the park, recreation, or refuge objectives of the community or authority, the property in question plays an important role in meeting those objectives. Further, its primary purpose and function must be as a park, recreation, or refuge. Primary purpose is related to the property's primary function and how it is intended to be managed. Incidental, secondary, occasional, or dispersed activities similar to park, recreational, or refuge activities do not constitute a primary purpose in the context of Section 4(f). If the property identified below offers incidental, secondary, occasional, or dispersed park, recreational, or refuge activities, the property would not qualify for protection under Section 4(f).

OEA has identified the following Section 4(f) property that could be affected by the Tongue River Alternative, the Tongue River East Alternative, the Tongue River Road Alternative, and the Tongue River Road East Alternative for the proposed Tongue River Railroad.

- **The Spotted Eagle Recreation Area:** This 245-acre, officially designated recreational area is owned by Miles City and located southwest of Miles City between the BNSF mainline and Interstate 94. Onsite activities include fishing and swimming in Spotted Eagle Lake, archery, target shooting, picnicking, and hiking. Most of the recreational activities and features are concentrated in the 18-acre Spotted Eagle Lake and to the north and east of the lake. Interstate 94 crosses through the southeastern corner of the area, the existing BNSF railroad forms the northern border, and developed roads, parking, and other constructed features are located throughout the area. Human activity and disturbance—both audible and visual—are common characteristics of the recreational attributes of the area.

OEA’s preliminary determination is that the Spotted Eagle Recreation Area meets the criteria for protection as a Section 4(f) property. OEA, on behalf of FHWA, respectfully requests that Miles

City confirm whether the availability and function of this property plays an important role in meeting recreational objectives and verify that its primary purpose and function is as a park. Additionally, if there are any other potential Section 4(f) properties under Miles City jurisdiction that would be affected by the proposed rail line that have not been identified in this letter, please provide information on these properties and their locations.

#### **Preliminary Section 4(f) Determination**

OEA has determined that the Tongue River Alternative, the Tongue River East Alternative, the Tongue River Road Alternative, or the Tongue River Road East Alternative would cross through the western periphery of Spotted Eagle Recreation Area. During construction, there would be temporary and localized noise and visual disturbances perceptible to users of the recreational area adjacent to the construction corridor. Construction would permanently incorporate approximately 11 acres from Spotted Eagle Recreation Area into the railroad right-of-way. OEA has not identified any developed facilities or features in the area that would be incorporated in the railroad right-of-way.

The potentially affected area would constitute less than 5 percent of the total area of the property and would be located along the western periphery, away from developed recreational features and areas likely to be used by visitors. Recreational users currently experience audible and visual disturbances from vehicular traffic along roads within and adjacent to the property and the BNSF main line that forms the northern border of the property. The roads and BNSF main line result in a perceptible level of disturbance. OEA is considering mitigation measures such as requiring Tongue River Railroad to plant a tree buffer between the Spotted Eagle Recreation Area and the railroad right-of-way to reduce visual impacts and the perception of noise on users of this property. Another mitigation measure would require the Tongue River Railroad to consult with Miles City to develop means to offset potential losses of recreational use of the property.

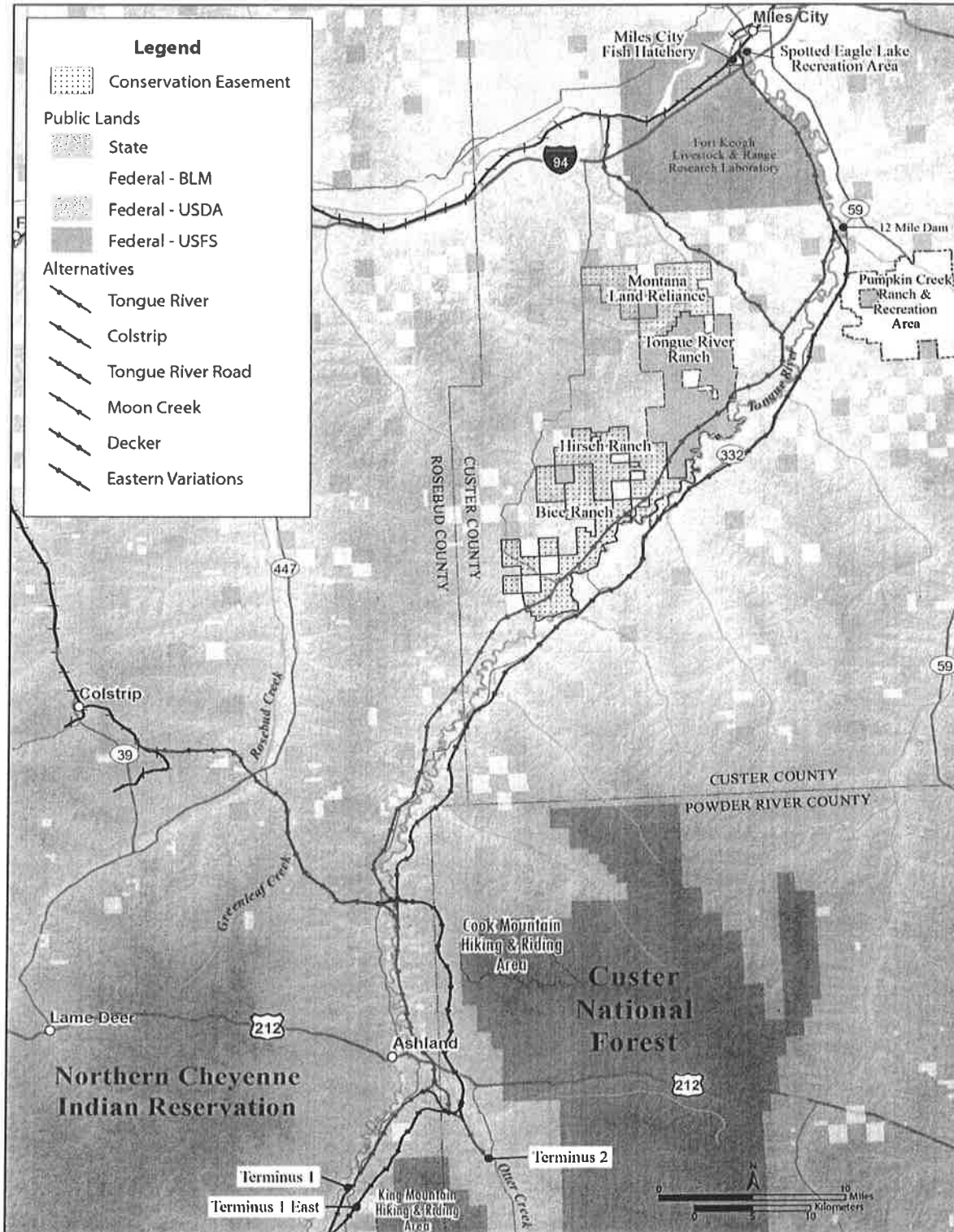
For these reasons, OEA (on behalf of FHWA) has made the preliminary determination that the activities, features, and attributes of the Spotted Eagle Recreation Area qualifying it for protection under Section 4(f) would not be adversely affected. Therefore, OEA intends to make a *de minimis* impact finding for the Spotted Eagle Recreation Area.

**OEA (on behalf of FHWA) is requesting your written concurrence with the following statements: (1) the Spotted Eagle Recreation Area is eligible for Section 4(f) protection; (2) there are no other City-managed Section 4(f) properties potentially affected by the proposed Tongue River Railroad; and (3) the proposed Tongue River Railroad would not adversely affect the activities, features, and attributes of the property identified above and a *de minimis* impact finding is appropriate or could be reached with the development and implementation of additional mitigation measures not yet identified.**

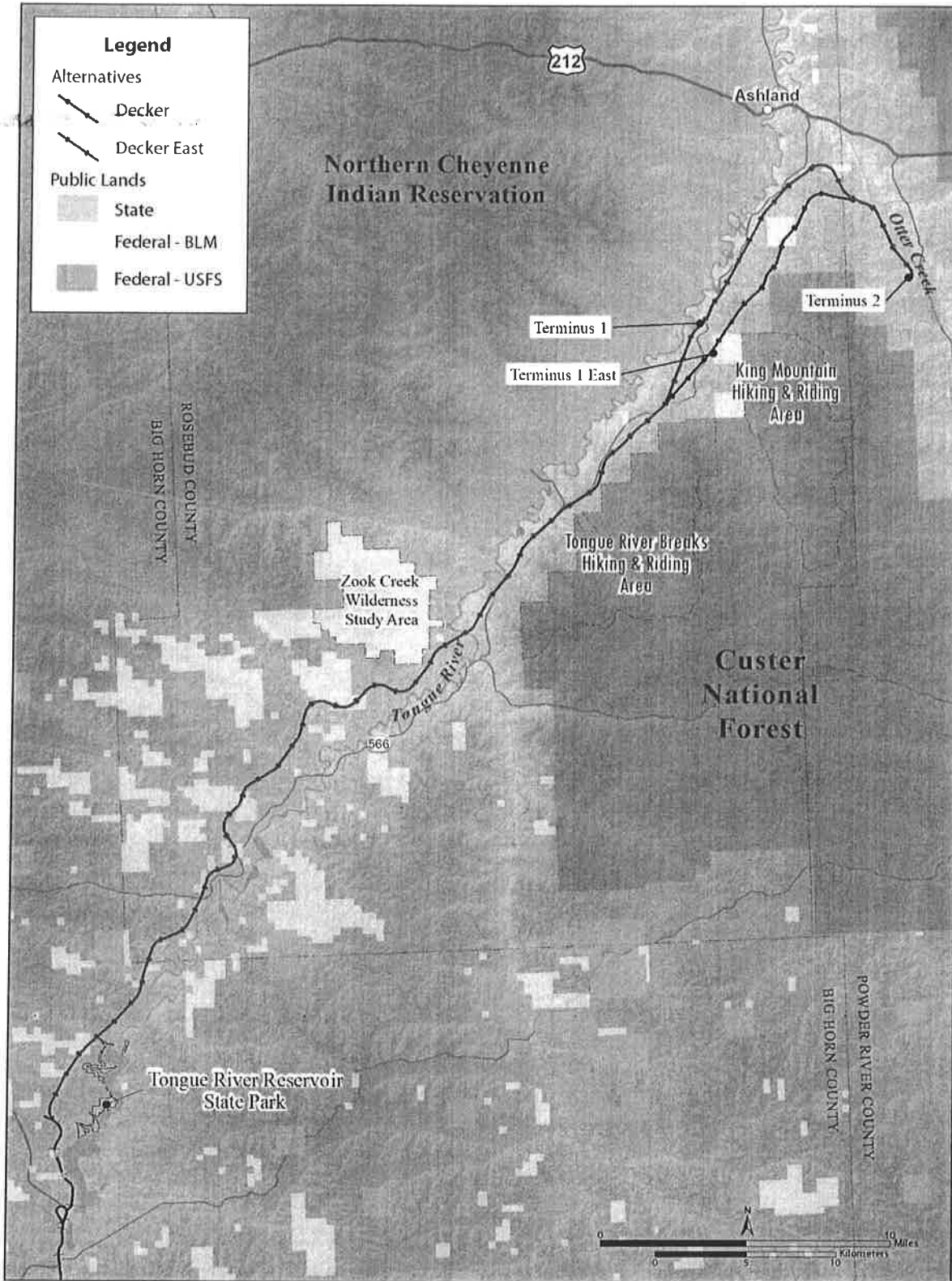
If Miles City believes that additional mitigation measures would be required to make the potential impacts on the Section 4(f) property *de minimis*, we would appreciate if you could outline such measures in your reply. Please address your reply to Mr. Kenneth Blodgett of my staff at the address below, or as an email attachment to [Kenneth.Blodgett@stb.dot.gov](mailto:Kenneth.Blodgett@stb.dot.gov).



# TONGUE RIVER RAILROAD – NORTHERN ALTERNATIVES

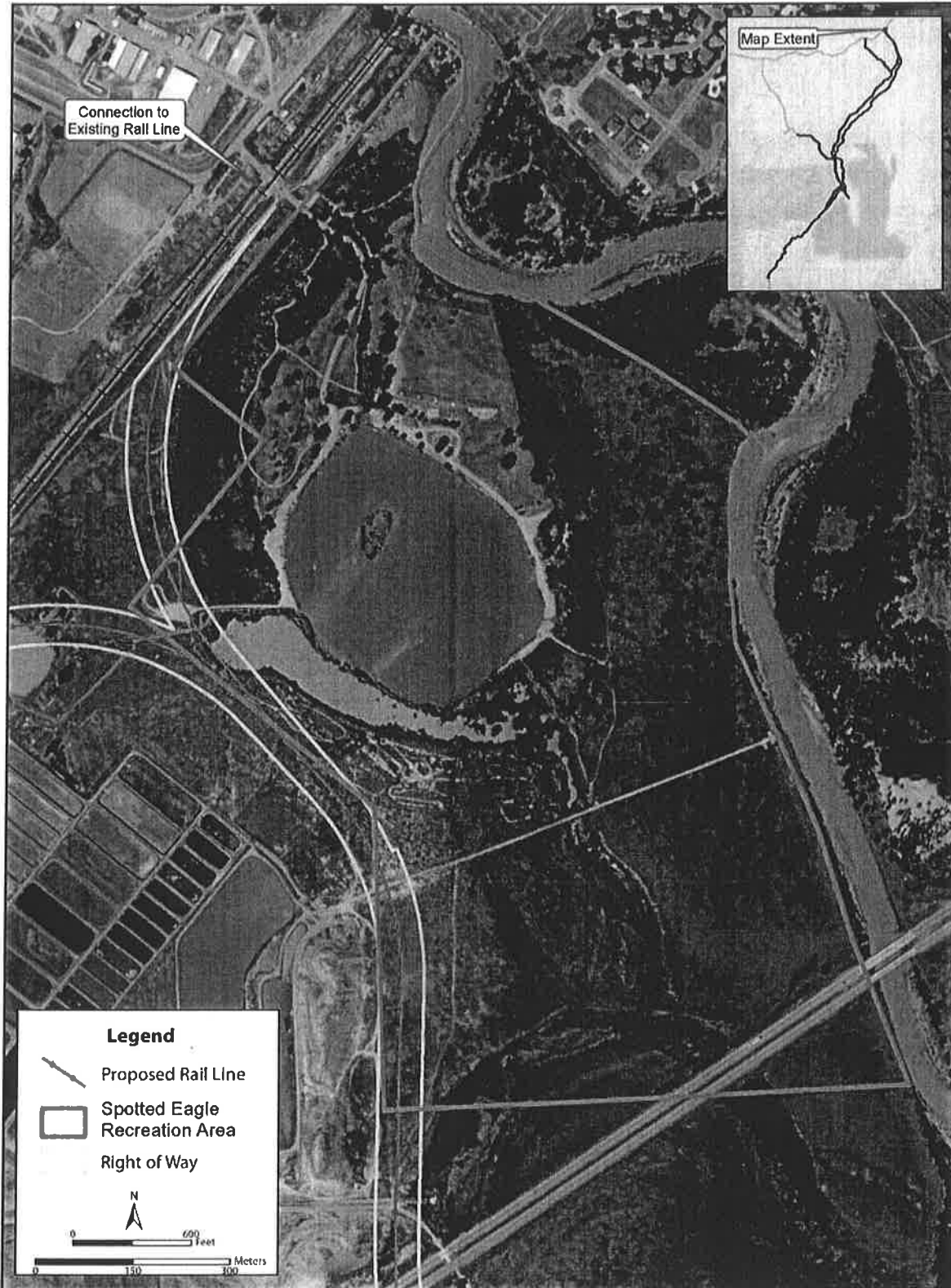


# TONGUE RIVER RAILROAD – SOUTHERN ALTERNATIVES





- SPOTTED EAGLE RECREATION AREA -



## RESOLUTION NO. 3775

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

*WHEREAS*, the City of Miles City wishes to allow the use of procurement cards by employees for the purchase of supplies, services and motel rooms, in order to reduce petty cash requests, travel advances, out of pocket travel expenses, and the number of City of Miles City warrants issued;

*AND WHEREAS* the City of Miles City has developed a Purchasing Cardholder Policy to govern the issuance and use of such procurement cards;

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

1. The Purchasing Cardholder 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 24<sup>th</sup> DAY OF FEBRUARY, 2015.**

---


C.A. Grenz, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk

## EXHIBIT A to RESOLUTION 3775

 <b>CITY OF MILES CITY FINANCE POLICY</b>	Effective Date:	February 24, 2015
	Last Revised:	
<b>Purchasing Cardholder Policy</b>		

### I. Purpose

The purpose of this policy is to establish the requirements for obtaining and using a procurement card, provide an efficient, cost-effective method of procuring and paying for City of Miles City supplies, services, and motel rooms; and reduce petty cash requests, travel advances, out-of-pocket travel expenses, and reduce the number of City of Miles City warrants issued.

### II. Scope

This policy applies to City of Miles City employees that have been granted access to a City of Miles City procurement card.

### III. Policy Procedures and Requirements

#### A. Obtaining a Card

Cards will be issued to an employee as authorized by their Director. The monthly spending limit varies per card, and must be approved by the employee's Director. Any changes in the spending limit must also be approved by the Director and completed by the City Clerk. An employee must read and sign the Employee Agreement Form before they receive their card, indicating that they will adhere to the policy requirements. The Employee Agreement Form must be signed by the Department Director and submitted to City Clerk.

#### B. Card Usage

Although the card is issued in the individual's name, **it is the property of the City of Miles City, and can only be used for City of Miles City purchases.** The employee must sign the back of the card, and is responsible for the card's security and the transactions made with the card. The card can be used at any vendor or merchant who accepts the appropriate card. Card charges may be audited and/or cancelled at any time.

#### C. Denials

If a transaction is denied, the employee should contact the City Clerk who will contact the appropriate banks Customer Service using the toll-free number on the back of the card. The merchant's name, the date, dollar amount, and approximate time of the attempted purchase should be provided to the bank. The appropriate bank will investigate the denial, and provide a report to the City Clerk.

#### **D. Receipts**

The employee is responsible for obtaining a receipt for all transactions. Receipts must be attached to the monthly statement.

#### **E. Reconciliation and Payment**

Monthly statements will be mailed to the employee at City Hall. The employee must verify all transactions, and sign and date the monthly statement. The employee's Director must review and approve all transactions, and sign the monthly statement before forwarding to the City Clerk's office. The monthly statements will be paid by the City of Miles City. Statements must be filed and retained according to the City's retention schedule.

#### **F. Billing Disputes**

If an item on a City of Miles City statement is not approved by the employee (e.g., employee did not make the transaction, incorrect amount, cancelled transaction, duplicate charge/payment, etc.), the employee must contact the vendor to resolve the error and report the dispute to their Director. The Department Director will report the dispute to the City Clerk. If the vendor agrees that an error has been made, the account will be credited. If the vendor does not agree that an error has been made, the City Clerk must contact the appropriate bank and identify the disputed charge. The disputed transaction should be identified on the monthly statement as a reminder that the item is pending. A disputed transaction **must be identified and submitted to the appropriate bank using the Cardholder Dispute Form within 60 days of the statement date**. The amount due on the next monthly statement will be reduced by the amount of the disputed item until the transaction dispute is resolved. The cardholder is responsible to return the fraud/dispute document to the appropriate bank in the allotted time. If a dispute is not submitted in writing to the appropriate bank, the City is responsible for resolving the dispute with the vendor or paying for the disputed item.

#### **G. Lost or Stolen Cards**

The card holder will be responsible for reporting the loss/stolen 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 appropriate bank.

#### **H. Fraud**

The card holder will be responsible for reporting to their Director and City Clerk any transaction that was compromised or purchase was not authorized. The purchase will be issued back to the account and the appropriate bank will be responsible to go after the merchant, etc.

**I. Enforcement**

Each Department Director is responsible for policy enforcement. Consequences for violations of this policy include, but are not limited to, cancellation of Procurement Card Privileges, reimbursement for any improper use, disciplinary action up to and including termination, and possible criminal charges and civil liability.

**J. Billing cycle**

Cut off dates for the billing cycle is the 20<sup>th</sup> or 21<sup>st</sup> of each month.

## Appendix A

### EMPLOYEE AGREEMENT FORM

The Purchasing Card represents the Department's trust in you. You are empowered as a responsible agent to safeguard Department assets. Your signature below is verification that you have read the Purchasing Cardholder policy and agree to comply with it as well as the following responsibilities. It also acknowledges that you have received the Purchasing Card.

1. I understand the Purchasing Card is to be used only to make purchases at the request of, and for the legitimate business benefit of, the City of Miles City.
2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others
3. If the card is lost or stolen, I will immediately notify my Director and City Clerk.
4. I agree to surrender the card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.
5. The card is issued in my name. I will not allow any other person to use the card. I am considered responsible for any and all charges against the card.
6. As the card is the City of Miles City's property, I understand that I am required to comply with internal control procedures designed to protect the City's assets. This may include being asked to produce the card to validate its existence and account number. I may also be asked to produce receipts and statements to review its use.
7. I am responsible for obtaining a receipt for all transactions. Receipts must be reconciled with and attached to the monthly statement.
8. The City of Miles City will receive a Monthly Reconciliation Statement, which will report all activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will resolve any discrepancies by either contacting the supplier or the appropriate bank. Then I will report the findings to my Director and City Clerk.
9. I have read and agree to abide by the requirements of the Purchasing Cardholder Policy.
10. I will follow the established procedures for using the Purchasing Card. Failure to do so may result in either revocation of my use privileges or other disciplinary actions, including termination of employment or possible criminal charges.

11. All charges will be billed directly to and paid directly by the City of Miles City. The appropriate bank cannot accept any money from me directly; therefore any personal charges billed to the City of Miles City could be considered misappropriation of City of Miles City funds.
12. I agree that should I willfully violate the terms of this Agreement and use the Purchasing Card for personal use or gain, I authorize the City of Miles City to deduct money for all incurred costs associated with such improper use from my bi-weekly payroll warrant.
13. I understand the Purchasing Card is not necessarily provided to all employees. Assignment is based on my need to purchase materials for the business. My card may be revoked based on change of assignment or location. I understand that the card is not an entitlement nor reflective of title or position.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Purchasing Card Directors Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Appendix B**

City of Miles City

**CERTIFICATION OF PROCUREMENT CARD PURCHASE**

I, \_\_\_\_\_ (Procurement Card Holder),

Having exhausted all resources on obtaining a receipt for the transaction listed below; agree that it was an authorized purchase. The item/service was purchased from

\_\_\_\_\_ (Vendor) on \_\_\_\_\_ (Transaction date)

Amount \$ \_\_\_\_\_

Description of purchase \_\_\_\_\_

\_\_\_\_\_  
Signature of Card Holder Date

\_\_\_\_\_  
Signature of Director Date



# RESOLUTION NO. 3777

**A RESOLUTION APPROVING AN AMENDMENT TO ENGINEER-OWNER AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., FOR DEVELOPMENT OF A FLOOD MITIGATION PLAN IN RELATION TO THE MILES CITY FLOOD CONTROL FEASIBILITY STUDY.**

**WHEREAS**, the City of Miles City has engaged the services of Kadrmas, Lee & Jackson, Inc. (KLJ) to conduct a Flood Control Feasibility Study related to the City of Miles City floodplain and flood-way;

**AND WHEREAS**, the City of Miles City and KLJ desire to add to the scope of work for such project certain tasks, generally described as the development of a Flood Mitigation Plan;

**AND WHEREAS** the City and KLJ wish to clarify the roles of the parties with regards to the development of such Flood Mitigation Plan;

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

1. The Amendment to Engineer-Owner Agreement, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said agreement.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 24TH DAY OF FEBRUARY, 2015.**

ATTEST:

\_\_\_\_\_  
C. A. Grenz, Mayor

\_\_\_\_\_  
Lorrie Pearce, City Clerk

EXHIBIT "A" to RES 3777

AMENDMENT TO ENGINEER-OWNER AGREEMENT  
Amendment No. One (1)

Background Data

- a. Effective Date of Engineer-Owner Agreement: September 24, 2013
- b. Engineer: Kadrmass, Lee & Jackson, Inc.
- c. Owner: City of Miles City, Montana
- d. Project: Floodplain and Flood Control Engineering Services
- e. This Part of the Project: Basic Services

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

Engineer will develop a Flood Mitigation Plan. These Additional Services are described in Addendum 1 to Exhibit A, Appendix 1 of the original Agreement, hereby attached to and made part of this Amendment.

Agreement Summary

- a. Original agreement amount: \$187,000.00
- b. Net change for prior amendments: \$N/A
- c. This amendment amount: \$21,500.00
- d. Adjusted Agreement amount: \$208,500.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 24, 2015.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Miles City

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Addendum 1 to Exhibit A, Appendix 1  
Miles City Flood Control Feasibility Study  
Scope of Work for Flood Mitigation Plan**

**600 FLOOD MITIGATION PLAN**

This scope of work is an addendum to the original Owner-Engineer Agreement for professional services Exhibit A, Appendix 1. As part of the Flood Control Feasibility Study Engineer will develop a Flood Mitigation Plan. The plan will serve as a supplement to the Custer County Multi-Hazard Mitigation Plan, which was adopted in 2012. The entire scope of work required for the Flood Mitigation Plan is outlined below; however, some tasks are already included in Engineer's scope of work for the Flood Control Feasibility Study, as indicated below.

**A. Planning Process**

1. KLJ will document the hazard mitigation planning process, including but not limited to:
  - a. How the plan was prepared
  - b. How the public was involved (i.e. workshops, community outreach)
2. As part of the public involvement process, the City of Miles City will appoint a Local Planning Team (LPT). Members will include a cross-section of the community, such as residents, government officials, community leaders, and business owners. The LPT will:
  - a. Hold public hearings, meetings, and/or workshops during the plan development period.  
*- This task will be completed as part of the Appendix 1 original scope.*
  - b. Solicit input from citizens and professionals with knowledge of applicable hazards.  
*- This task will be completed as part of the Appendix 1 original scope.*
  - c. Solicit input regarding the feasibility of potential mitigation measures and the prioritization of mitigation projects.  
*- This task will be completed as part of the Appendix 1 original scope.*
  - d. Review the final draft of the plan and the plan's goals and proposed mitigation projects.
  - e. Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.

**B. Risk Assessment (Hazard Identification and Vulnerability Assessment)**

The purpose of this section is to provide a basis for identifying hazard mitigation projects and will include:

1. Hazard Identification: KLJ will develop a description and prioritization of the community's flood-related hazards (river flooding, overland flooding, erosion, dam failures) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.

**Addendum 1 to Exhibit A, Appendix 1**  
**Miles City Flood Control Feasibility Study**  
**Scope of Work for Flood Mitigation Plan**

2. Hazard Mapping: Using the best available existing data, KLJ will develop a base map of areas affected by flooding hazards. In conjunction with mapping, KLJ will develop a comprehensive inventory (database) for use in developing map data layers, of the following items relative to the hazard area:
  - a. Critical facilities, including, but not limited to the following:
    - *This task will be completed as part of the Appendix 1 original scope.*
    - 1) emergency operations center, police/fire stations
    - 2) hospitals and emergency shelters
    - 3) water and wastewater treatment plants and associated pumping stations
    - 4) power generation, transmission, and delivery facilities
    - 5) special population centers, such as day-care facilities, nursing homes/elderly housing, correctional facilities
    - 6) hazardous material facilities
    - 7) evacuation routes
  - b. All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable.
    - *This task will be completed as part of the Appendix 1 original scope.*
  - c. Maps that depict the location of structures, land use, and population.
  - d. Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, etc.)
    - *This task will be completed as part of the Appendix 1 original scope.*
3. Vulnerability Assessment: Based on the previous information, KLJ will develop an overview the community's vulnerability to flooding hazards. This vulnerability assessment, if possible, will include:
  - a. Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard area.
    - *This task will be completed as part of the Appendix 1 original scope.*
  - b. All existing hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
    - *This task will be completed as part of the Appendix 1 original scope.*
  - c. A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.

**Addendum 1 to Exhibit A, Appendix 1  
Miles City Flood Control Feasibility Study  
Scope of Work for Flood Mitigation Plan**

- d. Historical performance of each measure and a description of improvements or changes needed.  
*- This task will be completed as part of the Appendix 1 original scope.*
- e. General description of land uses and development trends to incorporate future land use decisions.  
*- This task will be completed as part of the Appendix 1 original scope.*

C. Hazard Mitigation Strategy

KLJ will develop mitigation strategies specific to the community's exposure and impacts by identified natural hazards. The strategy will include:

1. A list of mitigation goal statements that focus on reducing the risks from the identified flooding hazards. The goal development and project prioritization will be conducted by the LPT in coordination with representatives from each of the communities. An example of a goal statement and an objective would be:
  - a. Goal: Increase coordination between Federal, state, municipal and private resources in predisaster planning, post-disaster recovery and continuous hazard mitigation implementation.
  - b. Objective: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.
2. A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of the flooding hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the community's needs for multiple hazard damage reduction.
  - a. These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: seawalls, dams, dikes) solutions.
  - b. At a minimum, this list of prioritized projects will be based on a process that results in identification of cost effective hazard mitigation projects with public input, including:
    - 1) An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
    - 2) Coordination with relevant Federal and State agencies for input and technical assistance.

**Addendum 1 to Exhibit A, Appendix 1  
Miles City Flood Control Feasibility Study  
Scope of Work for Flood Mitigation Plan**

**D. Plan Maintenance Process**

1. **Monitoring, Evaluating, and Updating:** KLJ, in conjunction with the LPTs, will complete monitoring, evaluating and updating of the plan.
2. **Incorporation into Existing Planning Mechanisms:** KLJ will assist the community in the implementation and incorporation of the plans' goals into local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
3. **Implementation Schedule:** The completed plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every 5 years.
4. **Continued Public Involvement:** KLJ will work with the community for continued public involvement.

**E. Additional State Requirements**

KLJ will identify and include additional requirements set by the State Emergency Management Agency.

**F. Plan Adoption and Approval**

1. **Local Adoption:** KLJ will work to ensure adoption of the plan by the local governing body.
2. **Plan Approval:** The adopted plan will be submitted to the State Emergency Management Agency on or before the termination date for initial review and forwarding to FEMA/Region for final review and approval.

**G. Work Schedule**

The work schedule must provide the anticipated timeline for each step of the planning process and significant milestones throughout the entire performance period, including when a draft plan or other deliverables will be submitted to FEMA for review. The work schedule should allow for sufficient time for State and FEMA review, preparation of any required revisions, formal plan adoption and FEMA approval.

**III. STUDY AND REPORT PHASE FEE SUMMARY**

Part III of Exhibit A, Appendix 1 is amended as follows:

Phase 100 Tasks	\$54,200
Phase 200 Tasks	\$14,900
Phase 300 Tasks	\$64,700
Phase 400 Tasks	\$39,200
Phase 500 Tasks	\$14,000
Phase 600 Tasks	\$21,500
Total	\$208,500

# RESOLUTION NO. 3778

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2014-2015 TO INCREASE THE BUDGETED AMOUNT IN FUND # 2510-107-430233-350 TO FUND OVERAGE EXPENSES FOR THE TATRO STREET CTEP PROJECT.

*WHEREAS*, the City of Miles City wishes to amend the budget for Fiscal Year 2014-2015 to provide funding for overage expenses arising from the Tatro Street CTEP Project (Federal Aid Project No. STPU 8014(2)) for installation of sidewalks, as permitted by §7-6-4006 MCA;

*AND WHEREAS*, such amendment of the final budget will result in an overall increase in appropriation authority within fund # 2510-107-430233-350,

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

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

The appropriations for the Final Budget for Fiscal Year 2014-2015 shall be increased in the following amount:

Fund No. 2510-107-430233-350 (Professional Services), in the sum of \$18,691.00.

**This amount is being paid under protest, subject to a review of the overage incurred under State of Montana project management of said project. Payment of this expense is required in order to secure State funding of upcoming projects. This payment is being paid at this time to avoid delay in funding and/or commencement of upcoming State funded projects.**

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2014-2015 on the 10<sup>th</sup> day of March, 2015, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 24<sup>TH</sup> DAY OF FEBRUARY, 2015.

\_\_\_\_\_  
C. A. GRENZ, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY  
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF  
MILES CITY, MONTANA, THIS 10TH DAY OF MARCH, 2015.

\_\_\_\_\_  
C. A. GRENZ, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

# RESOLUTION NO. 3779

## A RESOLUTION APPROVING AN EASEMENT FOR ROAD PURPOSES GRANTING ACCESS ACROSS CITY OWNED PROPERTY TO LANDMARK LAND COMPANY, LLC

**WHEREAS**, Landmark Land Company, LLC, a North Dakota Limited Liability Company registered to do business in Montana, has requested an access easement to certain property owned by them which is separated from a public highway by City owned property;

**AND WHEREAS**, the City of Miles City finds that granting such easement is appropriate under certain conditions, which are set forth in an Easement for Road Purposes which has been presented to the City for its review and approval and which has been reviewed by the City Attorney;

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

1. The Easement for Road Purposes, attached hereto as Exhibit "A", is hereby approved by the City of Miles City, and the Mayor of the City of Miles City is hereby authorized and empowered to execute such Easement on behalf of the City.

2. Landmark Land Company, LLC, shall be responsible for reimbursing the City for the cost of recording such easement.

**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 24<sup>th</sup> DAY OF FEBRUARY, 2015.**

\_\_\_\_\_  
C. A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

Return to:

EXHIBIT "A"

LUCAS & TONN, P.C.  
P. O. Box 728  
Miles City, Montana 59301

### EASEMENT FOR ROAD PURPOSES

The undersigned, **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as "Grantor," for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to **LANDMARK LAND COMPANY, LLC**, a North Dakota limited liability company registered to do business in Montana, of P.O. Box 1881, Dickinson, ND 58602, its successors and assigns, hereinafter referred to as "Grantee," a perpetual, non-exclusive, and permanent easement and right to use as a means of ingress and egress to and from Grantee's land located in Custer County, Montana, and more particularly described as follows:

#### Township 8 North, Range 47 East, M.P.M.

Section 32: Lots 3 and 4

With said easement to be forty (40) feet wide over, across, and in the same position as the existing private roadway on the following lands owned by Grantor in the State of Montana, County of Custer, to-wit:

#### Township 8 North, Range 46 East, M.P.M.

Section 25: A portion of the land lying in the East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ ), located in the same position as the existing private roadway presently running from north to south along the eastern edge of the above-described lands.

#### Township 8 North, Range 47 East, M.P.M.

Section 29: A portion of the land lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), located in the same position as the existing private roadway and trail running from the northwest to southeast of the above-described lands.

Section 30: A portion of the land lying in the West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$ ), and the South Half (S $\frac{1}{2}$ ), located in the same position

as the existing private roadway and trail running initially from north to south along the western edge of the above-described lands and then turning and running west to east along the southern half of the above described lands.

Subject to the following terms and conditions:

**A. Description of Easement Route.**

The easement created hereby is forty (40) feet in width and shall follow, include and be located in the same position as the existing private roadways and trails presently crossing the above-described lands, as represented and approximately shown by the cross-hatched portion of the map attached hereto and marked Exhibit "1" and by this reference made a part hereof as if set out in full herein.

**B. Purpose of Easement.**

The purpose of the Easement is for the residential ingress and egress to and from Grantee's lands. This easement is private and is limited to the use of Grantee, its agents, guests, service companies, and the parties' successors and assigns. In no way does this grant of easement create a public right to travel across said lands hereinbefore described.

**C. Repair and Maintenance; Indemnification.**

Grantee shall have the right and obligation to repair and maintain in a good and safe condition the Easement route for the purpose for which it was granted.

Grantee, its successors and assigns, shall indemnify, defend and hold Grantor harmless from any and all claims arising out of Grantee's use or maintenance, or failure to maintain, of such roadway, or use by Grantee's guests and invitees, or those of Grantee's successors and assigns.

**D. Rights of Grantor; Restrictions on Grantee.**

This Easement runs along the edge of the Miles City Airport. Due to the nature of the land where the Easement is located, the following rights and restrictions apply:

1. The airspace defined by 14 Code of Federal Regulations (CFR) Part 77 will have precedence over the easement and the Grantor retains a right to remove or lower any object, natural or otherwise, from the easement area as necessary to comply with 14 CFR Part 77.

2. Grantor retains the right to conduct all airport operations; even if such operations interfere with Grantee's use of easement.
3. Grantor retains the right to modify the route of this Easement as necessary for development of the Miles City Airport at Grantee's expense.
4. Construction and maintenance of the road excepted, Grantee shall not make improvements to the easement without Grantor's written consent. A notice of proposed construction consistent with the requirements of 14CFR Part 77 shall be filed prior to constructing any facility, structure or other item within the easement area.
5. Grantee shall not create electrical interference with communication between the installation on the airport and aircraft, install lights or reflectors that would make it difficult for pilots to distinguish between airport lights and others, impair visibility in the vicinity of the airport, or endanger the landing, take off, or maneuvering of aircraft.
6. Grantee shall not develop any of the real property described above in a manner that has potential for attracting birds or other wildlife that may pose a hazard to airport operations.
7. The Grantee acknowledges a right of flight for the passage of all types of aircraft over the Grantee's land described above, and further accepts that noise, vibrations, fumes, deposits of fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantees' property or in landing at or taking off from, or operating at or on said Miles City Airport; and Grantee does hereby full waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Miles City Airport.
8. The Grantee will be responsible for all cost associated with relocating the access road should future development of the Miles City Airport require its relocation.

**E. Subdivision.**

This easement is appurtenant to two lots owned by Grantee. Grantee, its legal representatives and assigns, may only develop one residence per lot and shall not subdivide either lot.

**F. Appurtenant.**

This easement shall run with the land and be binding upon the heirs, successors and assigns of all parties.

**G. Headings.**

The article and paragraph headings herein contained are for convenience only and do not define, limit or construe the contents of the corresponding article or paragraph.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MILES CITY

By: \_\_\_\_\_  
C. A. Grenz, Mayor

Attest:

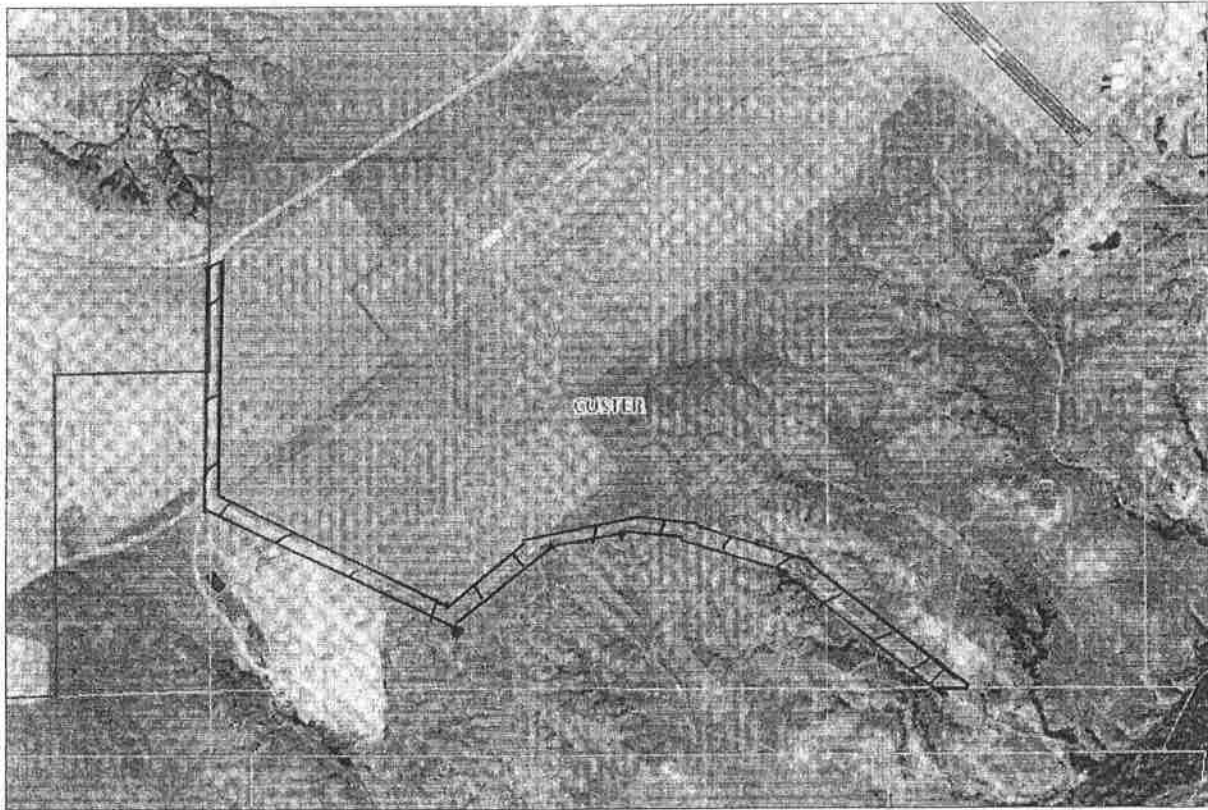
\_\_\_\_\_  
Lorrie Pearce, City Clerk

STATE OF MONTANA            )  
  ) ss  
COUNTY OF CUSTER         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **C. A. Grenz**, known to me to be the Mayor of the City of Miles City, and **Lorrie Pearce**, known to me to be the City Clerk for the City of Miles City, and acknowledged to me that he executed the same on behalf of the City of Miles City, Montana.

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

(Notarial Seal) \_\_\_\_\_



# RESOLUTION NO. 3780

## **A RESOLUTION APPROVING AND GRANTING AN EASEMENT FOR ACCESS AND UTILITIES ACROSS CITY OWNED PROPERTY TO LANDMARK LAND COMPANY, LLC.**

**WHEREAS**, Landmark Land Company, LLC, a North Dakota Limited Liability Company registered to do business in Montana, has requested an access and utilities easement for certain property owned by them which is separated from a public highway and utilities by City owned property;

**AND WHEREAS**, the City of Miles City finds that granting such easement is appropriate under certain conditions, which are set forth in an Easement which has been presented to the City for its review and approval and which has been reviewed by the City Attorney;

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

1. The Easement attached hereto as Exhibit "A", is hereby approved by the City of Miles City, and the Mayor of the City of Miles City is hereby authorized and empowered to execute such Easement on behalf of the City.

2. Landmark Land Company, LLC, shall be responsible for reimbursing the City for the cost of recording such easement.

**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 24TH DAY OF FEBRUARY 2015.**

\_\_\_\_\_  
C. A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



Return to:

EXHIBIT "A"

LUCAS & TONN, P.C.  
P. O. Box 728  
Miles City, Montana 59301

### EASEMENT

The undersigned, **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as "Grantor," for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to **LANDMARK LAND COMPANY, LLC**, a North Dakota limited liability company registered to do business in Montana, of P.O. Box 1881, Dickinson, ND 58602, its successors and assigns, hereinafter referred to as "Grantee," a perpetual, non-exclusive, and permanent easement and right to use for ingress and egress to and from Grantee's land located in Custer County, Montana, and more particularly described as follows:

Township 8 North, Range 47 East, M.P.M.

Section 32: Lots 3 and 4

With said easement to be sixty (60) feet wide over, across, and in the same position as the existing private roadway on the following lands owned by Grantor in the State of Montana, County of Custer, to-wit:

An easement for ingress and egress across the southeast quarter of the southwest quarter of Section 29, Township 8 North, Range 47 East of the Principal Meridian Montana, Custer County, Montana. Said easement being 60.0 feet wide, 30.0 feet on each side of the following described centerline: Beginning at a point on the south line of said Section 29 lying South 89 degrees 55 minutes 28 seconds West, a distance of 283.55 feet from the south quarter corner of said Section 29; thence North 23 degrees 59 minutes 09 seconds East, a distance of 697.02 feet to the north-south mid-section line of said Section 29. Said ending point lies North 00 degrees 01 minutes 08 seconds West, a distance of 636.57 feet from the south quarter corner of said Section 29. Said easement containing 0.96 acres more or less.

Subject to the following terms and conditions:

**A. Description of Easement Route.**

The easement created hereby is sixty (60) feet in width and is approximately shown by the map attached hereto and marked Exhibit "1" and by this reference made a part hereof as if set out in full herein.

**B. Purpose of Easement.**

The purpose of the Easement is for the residential access and utilities to and from Grantee's lands. This easement is private and is limited to the use of Grantee, its agents, guests, service companies, and the parties' successors and assigns. In no way does this grant of easement create a public right to travel across said lands hereinbefore described. This easement may be used for public or private utility purposes including to construct, operate, repair, maintain, relocate, and replace utilities such as water, sewer, electric, gas, and communications.

**C. Repair and Maintenance; Indemnification.**

Grantee shall have the right and obligation to repair and maintain the easement in a good and safe condition for the purposes for which it was granted.

Grantee, its successors and assigns, shall indemnify, defend and hold Grantor harmless from any and all claims arising out of Grantee's use or maintenance, or failure to maintain, such roadway and utilities, or use by Grantee's guests and invitees, or those of Grantee's successors and assigns.

**D. Rights of Grantor; Restrictions on Grantee.**

This easement runs along the southern edge of the Miles City Airport property. Due to the nature of the land north of where the Easement is located, the following rights and restrictions apply:

1. The airspace defined by 14 Code of Federal Regulations (CFR) Part 77 will have precedence over the easement and the Grantor retains a right to remove or lower any object, natural or otherwise, from the easement area as necessary to comply with 14 CFR Part 77.
2. Grantor retains the right to conduct all airport operations; even if such operations interfere with Grantee's use of easement.

3. Grantor retains the right to modify the route of this Easement as necessary for development of the Miles City Airport at Grantee's expense.
4. Construction and maintenance of the road excepted, Grantee shall not make improvements to the easement without Grantor's written consent. A notice of proposed construction consistent with the requirements of 14CFR Part 77 shall be filed prior to constructing any facility, structure or other item within the easement area.
5. Grantee shall not create electrical interference with communication between the installation on the airport and aircraft, install lights or reflectors that would make it difficult for pilots to distinguish between airport lights and others, impair visibility in the vicinity of the airport, or endanger the landing, take off, or maneuvering of aircraft.
6. Grantee shall not develop any of the real property described above in a manner that has potential for attracting birds or other wildlife that may pose a hazard to airport operations.
7. The Grantee acknowledges a right of flight for the passage of all types of aircraft over the Grantee's land described above, and further accepts that noise, vibrations, fumes, deposits of fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantees' property or in landing at or taking off from, or operating at or on said Miles City Airport; and Grantee does hereby full waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Miles City Airport.
8. The Grantee will be responsible for all cost associated with relocating the access road and utilities should future development of the Miles City Airport require its relocation.

**E. Subdivision.**

This easement is appurtenant to two lots owned by Grantee. Grantee, its legal representatives and assigns, may only develop one residence per lot and shall not subdivide either lot.

**F. Assignment.**

Grantee shall have the right, without need for Grantor's consent, to assign or grant easements to Montana-Dakota Utilities Co. or other utility companies, upon their request, prior to constructing, operating, repairing, maintaining, relocating, or replacing utilities such as water, sewer, electric, gas, and communications. Such assignment or additional easement shall be in the same location as described above.

**G. Appurtenant.**

This easement shall run with the land and be binding upon the heirs, successors and assigns of all parties.

**H. Headings.**

The article and paragraph headings herein contained are for convenience only and do not define, limit or construe the contents of the corresponding article or paragraph.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MILES CITY

By: \_\_\_\_\_  
C. A. Grenz, Mayor

Attest:

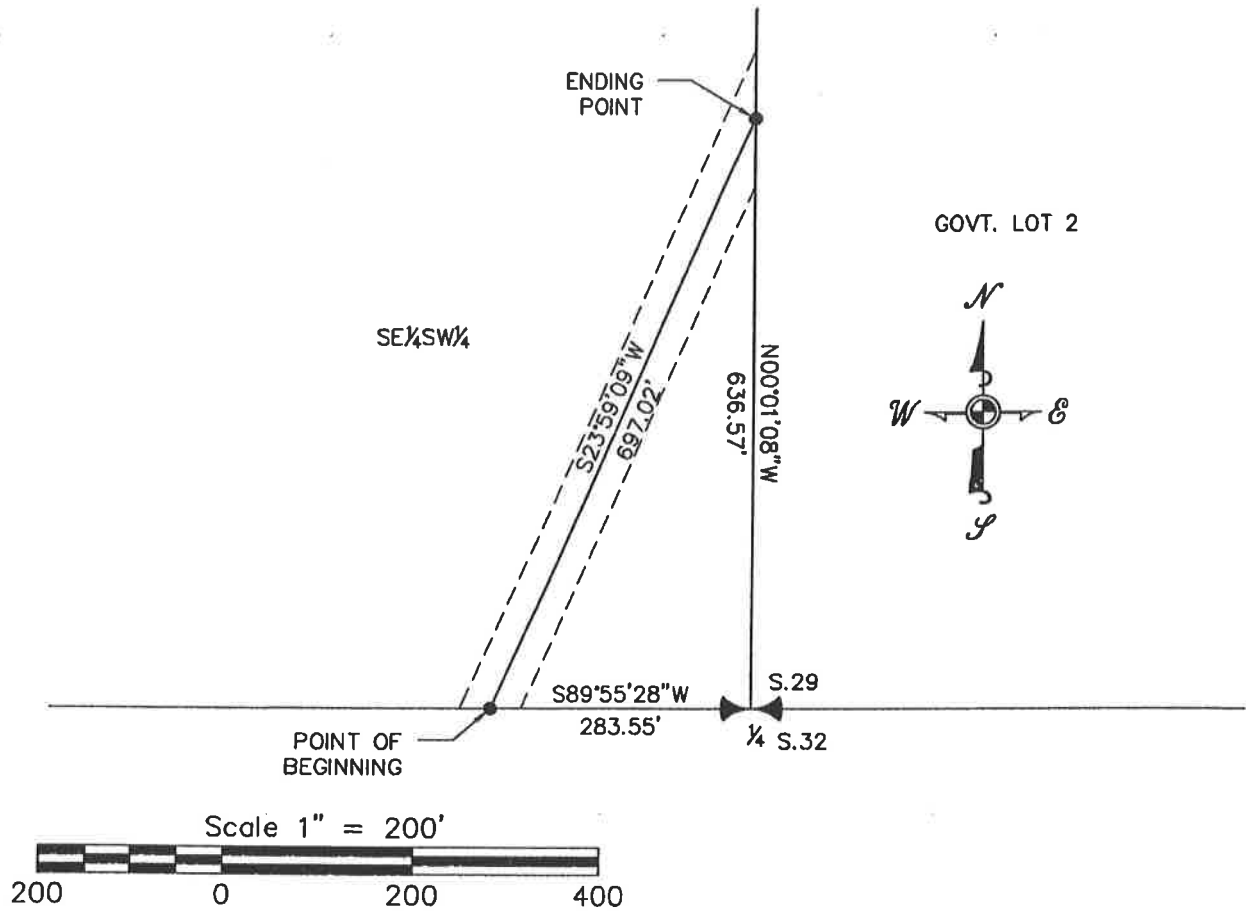
\_\_\_\_\_  
Lorrie Pearce, City Clerk

STATE OF MONTANA            )  
  ) ss  
COUNTY OF CUSTER         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **C. A. Grenz**, known to me to be the Mayor of the City of Miles City, and **Lorrie Pearce**, known to me to be the City Clerk for the City of Miles City, and acknowledged to me that he executed the same on behalf of the City of Miles City, Montana.

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

# INGRESS & EGRESS EASEMENT EXHIBIT 1



## DESCRIPTION

An easement for ingress and egress across the southeast quarter of the southwest quarter of Section 29, Township 8 North, Range 47 East of the Principal Meridian Montana, Custer County, Montana. Said easement being 60.0 feet wide, 30.0 feet on each side of the following described centerline" Beginning at a point on the south line of said Section 29 lying South 89 degrees 55 minutes 28 seconds West, a distance of 283.55 feet from the south quarter corner of said Section 29; thence North 23 degrees 59 minutes 09 seconds East, a distance of 697.02 feet to the north-south mid-section line of said Section 29. Said ending point lies North 00 degrees 01 minutes 08 seconds West, a distance of 636.57 feet from the south quarter corner of said Section 29. Said easement containing 0.96 acres more or less.

**INGRESS AND EGRESS EASEMENT**  
**SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 29, T.8N., R.47E.**

Exhibit

**DOWL HKM**

4127.20374.01

8-10-06

