



CITY OF MILES CITY

AGENDA

*Regular Council Meeting
City Council Chambers
and on Zoom.us*

*February 08, 2022
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- A. Regular City Council Meeting 01/25/2022
B. Finance Committee Meeting 01/03/2022

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

Finance Committee Recommends accepting janitorial bid contingent on proof of insurance.

10. BID OPENINGS

11. BID AWARDS

Janitorial bid for the PD

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

A. **RESOLUTION NO. 4453 – A RESOLUTION APPROVING A FINAL PLAT APPROVAL LETTER FOR CITY VIEW SUBDIVISION.**

B. **RESOLUTION NO 4454 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT WITH KIMBERLY MEES FOR JANITORIAL SERVICES FOR THE MILES CITY POLICE DEPARTMENT BUILDING.**

C. **APPROVAL OF JANUARY CLAIMS**

15. 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

Minutes

REGULAR COUNCIL MEETING January 25, 2022
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, January 25, 2022, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Council President Kathy Wilcox called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, Kathy Wilcox, Chris Grenz, Roxanna Brush, and Stacy Broell.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Council President Kathy Wilcox led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

Human Resources Committee Minutes: 12/9/2021

** *Councilperson Andrews moved to approve the minutes of the Human Resources Committee Meeting of December 9, 2021, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 5-0.*

Human Resources Committee Minutes: 1/18/2022

** *Councilperson Gardner moved to approve the minutes of the Human resources Committee Meeting of January 18, 2022, subject to any changes, and seconded by Councilperson Brush. The motion **passed** by unanimous consent, 5-0.*

Finance Committee Minutes: 1/18/2022

** *Councilperson Brush moved to approve the minutes of the Finance Committee Meeting of January 18, 2022, subject to any changes, and seconded by Councilperson Grenz. The motion **passed** by unanimous consent, 5-0.*

City Council Minutes: 1/11/2022

** *Councilperson Grenz moved to approve the minutes of the Regular City Council Meeting of January 11, 2022, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 5-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:
Human Resources Committee 02/15/2022 @ 4:15p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Chief Stevens handed out Fire Department statistics highlighting call volume, staffing and equipment issues, and the critical condition of the fire department building. The carbon monoxide levels inside the building were professionally tested and he is currently working with MMIA towards a resolution.

Chief Colombik handed out Police Department end of the year statistics and pointed out that the felony cases were way down. Lyne will present the call volumes from dispatch at the next meeting. He gave an overview of the new Police Department building and the remaining punch list items. He stated that another project phase is needed to address exterior issues.

****** *Councilperson Wilcox moved refer the creation of an exterior maintenance project at the Police Department to Public Safety, seconded by Councilperson Brush and passed unanimously, 5-0.*

Supervisor Anderson went over the 911 services at local and state levels, focusing on prior grants to upgrade software and video equipment. These upgrades made it possible to bring on other counties. Currently, Powder River, Dawson, and Rosebud County have requested to be added to the server and piggyback off of RMS system. Southeastern Montana Dispatch is looking at taking over McCone county as well. With the expansion, space is limited and dispatch will need more room when maintaining seven dispatch centers. An interlocal agreement is being drafted to address expansion.

CITY COUNCIL COMMENTS

Councilperson Grenz expressed a concern about a house that was built infringing on the slough and getting a set build area in place. It was determined that the house he was speaking of was in the County. A brief discussion on further plans for the slough took place.

Councilperson Brush gave an update from the Solid Waste Board that there will be a free dump day the Saturday prior to Bucking Horse.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

Janitorial Bid for the Police Department Building

- One bid was received from Kimberly Mees for \$750 per month.

** *Councilperson Brush moved to refer the bid to the Finance Committee, seconded by Councilperson Gardner and passed unanimously, 5-0.*

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. RESOLUTION NO. 4450 - A RESOLUTION ESTABLISHING WAGES AND SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2021-2022.

** *Councilperson Grenz moved to approve the Resolution, read by title only and seconded by Councilperson Brush.*

Councilperson Grenz inquired about the total amount of the cola increase versus the increase in tax revenue. He applauded Mayor Hollowell and Officer Wilkins on the wage matrix.

Clerk Rowe stated that the tax revenue increased by \$51,927 from last year and that the overall wage increase was approximately \$45,000.

** *On roll call vote, the motion passed by unanimous consent, 5-0.
Resolution No. 4450 passed.*

B. RESOLUTION NO. 4451- AIRPORT COAL BOARD GRANT AMENDMENT.

** *Councilperson Grenz moved to approve the Resolution, read by title only and seconded by Councilperson Gardner.*

Attorney Rice explained that the amendment is only granting an extension on the timeframe to utilize the funds.

****** *On roll call vote, the motion passed by unanimous consent, 5-0.*
Resolution No. 4451 passed.

**C. RESOLUTION NO. 4452- MILES COMMUNITY COLLEGE
SOFTBALL PARK USE PERMIT.**

****** *Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Brush.*

Director Gray explained that the original five-year agreement was dated February 1st thru March 1st then August thru September, but school starts in September. The request was to change the dates to September thru November to accommodate the school schedule.

****** *On roll call vote, the motion passed by unanimous consent, 5-0.*
Resolution No. 4452 passed.

ADJOURNMENT

****** *Councilperson Brush moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously, 5-0.*

The meeting was adjourned at 6:59p.m.

Kathy Wilcox, Council President

Mary Rowe, City Clerk

Finance Committee Meeting

February 3, 2022

The Finance Committee met Thursday, February 3, 2022 at 6:00 p.m. at City Hall in the conference room. Present were Committee Chair Stacy Broell and Committee Members Roxanna Brush, Brant Kassner and Rick Huber.

Also present were Police Chief Doug Colombik and City Clerk/Recorder Mary Rowe.

Chairperson Broell called the meeting to order.

1. Requests of Citizens and Public Comment

None

2. Review and Recommendation on Police Department Janitorial Bid

****** *Committee Member Brush moved to recommend accepting the bid, seconded by Committee Member Kassner and passed unanimously, 4-0.*

A brief discussion commenced about the differences from the VA building versus the new Police Department building and the average cost of commercial cleaning compared to the bid received.

****** *Committee Member Brush moved to amend the main motion to accept the bid contingent on receiving proof of insurance, seconded by Committee Member Kassner and passed unanimously, 4-0.*

****** *On a straw poll vote the amended main motion passed unanimously, 4-0.*

3. Adjournment

****** *Committee Member Huber moved to adjourn the meeting, seconded by Committee Member Kassner and passed unanimously, 4-0.*

The meeting was adjourned at 6:11 p.m.

Stacy Broell, Committee Chair

Mary Rowe, Recorder

Bids Received

PROPOSAL

I cleaned offices in the past for a total of 12 years. I cleaned the Law office of Patrick J. Kelly and Terry J. Hanson while I worked for Patrick J. Kelly for ten years. I cleaned it every weekend. I then cleaned the office for Gavilon (the old grain elevator). I did that for about a year. I don't have a contact name for Gavilon since no one works in the Miles City Office anymore, but I put the main headquarter's address. I then cleaned for Ashley Parks at her dance studio. I did that to help lower the cost of my daughter's dance classes and competition fees. For these jobs I was paid by the hour. While doing these cleaning jobs I was married and went by Kimberly Reiger.

This is my first time having to submit a proposal for any contractual work. I am proposing to clean the Miles City Police Department Building for \$750 per month. I would be cleaning three times per week doing different chores that are needed (dumping garbage, cleaning bathrooms, vacuum, dust). Larger cleaning jobs would be every six months consisting of washing all of the walls in the building to get the cobwebs and any fingerprints off, and cleaning carpets. During the fall and winter months (and when it rains) floors will need to be mopped often because of all of the foot traffic we have in the building.

I do not have insurance yet because I am a single mom and I do not receive any child support or outside help, therefore I couldn't afford to get the insurance before submitting this proposal. If I am offered this job I will get the liability insurance that is needed when I get paid on January 31st from my city position.

I believe I would be the best candidate for this job because I work for the MCPD and I am trustworthy as opposed to someone from the outside coming in and cleaning the areas of the building that are secured.

Thank you for taking the time to read my proposal.
Kimberly Mees

List of Equipment

- 1.) Microfiber dusters for walls and for shelves
- 2.) Pledge
- 3.) Gloves
- 4.) Carpet Cleaner
- 5.) Window Cleaner
- 6.) Toilet Bowl Cleaner
- 7.) Step Stool
- 8.) Pinesol
- 9.) Bucket
- 10.) Mop
- 11.) Broom

Exhibit "B"

SERVICES TO BE PROVIDED AND FREQUENCY

The following schedule applies to all areas (offices) at the Police Building.

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	Three times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Three times per week	Same	
Clean front entry	Three times per week	Same	
Dust &/or Damp Mop floors	Three times per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean garbage cans, clean/dust chairs and bottoms of desks.	As needed or yearly	Same	
<i>washing of walls</i>	<i>every 6 months</i>	<i>same</i>	

Initialed for identification

 City

 Contactor

CITY OF MILES CITY RFP 2021-01

OFFEROR:

Name:

Kimberly Mees

Mailing Address:

110 Newcastle Ave
Miles City, MT 59301

Physical Address:

110 Newcastle Ave
Miles City, MT 59301

Telephone Number:

406-351-2665

FAX (Optional)

E-mail (Optional)

caaboyprockerchick@gmail.com

FACILITY FOR WHICH OFFER IS SUBMITTED

† Police Station.

OFFER - JANITORIAL SERVICES:

Offeror hereby offers to perform the services identified in Exhibit "B" as to the above facility and in accordance with the terms of the contract identified in Exhibit "A" to the RFP, for the sum of \$ 750.00 per month.

Initial:

KM

ACKNOWLEDGMENT OF REVIEW OF DOCUMENTS

By submitting this offer, Offeror acknowledges that it has read and understands all terms, conditions and exhibits to Request for Proposals No. 2021-01 and is qualified to perform the services sought under this Request for Proposals

ALL OR NONE OFFER:

† This is an "All or None Offer" as defined in Section 3 of the Request for Proposals.

SIGNATURE - OFFEROR:

Kimberly Mees
(Signature - in ink)

Date: 1/23/21

Kimberly Mees
(Print name)

Company Name (if legal entity)

Owner
Title

CHECKLIST

- § Have you signed and initialed all documents in ink?
- § Have you submitted a separate proposal for each facility on which you wish to make an offer?
- § Have you initialed and attached a copy of the Exhibit "B" for the facility on which you made the offer?
- § Have you attached your listing of equipment?
- § If you propose using subcontractors, have you attached your listing of subcontractors?
- § Have you attached Worker's Compensation or exemption documents for yourself and any subcontractors?
- § Have you attached your list of references?
- § Have you acknowledged any addenda?
- § Have you stated the dollar amount of your offer as monthly, rather than annually?
- § If this is an "All or Nothing Offer" have you checked the appropriate box above?

EXHIBIT "D"

CITY OF MILES CITY RFP 2021-01

OFFEROR:

Name:

Kimberly Mees
Kimberly Reiger

I submit the following references as to my ability to perform the services set forth in RFP 2021-01 in a professional manner.

Reference Name: Terry J. Henyon Attorney
Business Name of Reference: The Law Center
Mailing Address: 111 N 9th Miles City, MT 59301
Telephone Number: 406-232-3574

I have performed janitorial services for this reference 10 years
 I have not performed janitorial services for this reference

Reference Name: Gavilon
Business Name of Reference: _____
Mailing Address: 1331 Capitol Ave, Omaha NE 68102
Telephone Number: 1-888-428-8723

I have performed janitorial services for this reference 1 year
 I have not performed janitorial services for this reference

Reference Name: Ashley Parks
Business Name of Reference: Northern Pacific Gymnastics Cheer + Dance
Mailing Address: 2615 Main St. Miles City, MT 59301
Telephone Number: 406-232-1799

I have performed janitorial services for this reference 6 months
 I have not performed janitorial services for this reference

AUTHORITY TO CONTACT REFERENCE

I hereby authorize the City of Miles City to contact the above-named references and interview them as to my qualifications to perform the services proposed under RFP 2021-01. I authorize any reference named above to provide any pertinent requested information to the City of Miles City.

SIGNATURE:

Kimberly Mees

Date: 11/24/22

Kimberly Mees
(Print name)

owner
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Next Insurance US Company</td> <td>16285</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Next Insurance US Company	16285	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Next Insurance US Company	16285													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Kimberly Mees Kimberly Mees 110 N Custer Ave Miles City, MT 59301														

COVERAGES	CERTIFICATE NUMBER: 3230433	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NXTWRFHH3R-00-GL	02/03/2022	02/03/2023	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions		NXTWRFHH3R-00-GL	02/03/2022	02/03/2023	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER Kimberly Mees Kimberly Mees 110 N Custer Ave Miles City, MT 59301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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New Business

RESOLUTION NO. 4453

A RESOLUTION APPROVING A FINAL PLAT APPROVAL LETTER FOR CITY VIEW SUBDIVISION.

WHEREAS, the City of Miles City planning staff and city council have reviewed application L & L Developers, LLC, for approval of the final plat of City View Subdivision with certain condition amendments;

AND WHEREAS, the City finds that approval of the final plat of said City View Subdivision should be approved;

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

1. The City Council adopts the planning department's staff report as findings of fact, and the Final Plat Approval Letter for City View Subdivision, 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 letter on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF FEBRUARY, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk



CITY OF MILES CITY
CITY COUNCIL

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

Telephone: 406-234-3493
Fax: 406-234-6392

February 8, 2022

L &L Developers, LLC
2323 South Haynes Avenue
Miles City, MT 59301

RE: Final Plat Approval of the City View Subdivision; Approval of Amendment Request to Condition 23 and the Subdivision Improvements Agreement

Dear L & L Developers:

The City of Miles City City Council hereby grants final plat approval of the City View Subdivision that creates four commercial lots from the 22.41-acre tract legally described as Lot 2 of the Amended Plat of Block 5 of the Amended Plat of Southgate Meadows Subdivision, Env. 530B of the Custer County Clerk & Recorder's Office, located in Section 2 of Township 7 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City.

The City Council also hereby approves of the amendment to Condition 23 requested on your behalf by your surveyor Cory Wilhelm to allow the use of satellite services instead of being requiring you to extend Mid-Rivers Communications' facilities to Lot 2A. Condition 23 is hereby amended as follows (underlined text is added by the approved amendment, ~~stricken text~~ is deleted):

23. Electrical ~~and telecommunication~~ utilities shall be installed to each lot in the subdivision in accordance with Sec. 21-18(a)(13) MCSR. Prior to final plat approval (unless secured by SIA), the subdividers shall submit letters from the electrical utility service providers indicating utilities have been installed to their specifications and within appropriate easements as shown on the final plat. Telecommunications services may be provided by extensions of utilities from those existing in the Horizon Parkway right-of-way in accordance with Sec. 21-18(a)(13) MCSR or the occupants may rely upon other services providers, such as satellite service providers. [Sec. 21-18(a)(13) MCSR]

The City Council also hereby approves of your proposed Subdivision Improvements Agreement along with your proposed security of a Letter of Credit to be issued by Stockman Bank in the amount of a minimum of \$1,142,596.98, based on the total estimated cost of the remaining improvements being \$761,731.32, multiplied by 150% pursuant to the waiver granted by City Council on November 11, 2021 to allow one bid for each item. This approval is contingent upon review of the letter of credit by the City Attorney and acting Subdivision Administrator and

formally establishing the letter of credit for that amount. Please be advised that once the remaining water and sewer infrastructure is installed, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.

The following documents are to be filed or recorded for the City View Subdivision:

- Final Plat of City View Subdivision (signed originals – the Custer County Clerk & Recorder's Office requires 2 mylars and 1 paper)
- DEQ approvals for water, wastewater, stormwater, & solid waste (originals of EQ# 21-1067 and EQ# 21-1068)
- Mailbox Facilities Maintenance Agreements (two signed, notarized originals – one for Lots 2A and 2B, and one for Lots 2B and 2C)
- Stormwater Facilities Maintenance Agreement (signed, notarized original – for Lots 2B and 2C)
- Certificate of Completion of Improvements (signed and dated 1-20-22)
- Subdivision Improvements Agreement (SIA), including Exhibit "A" (list of incomplete improvements to be secured by the SIA and letter of credit) and Exhibit "B" (bids)
- Conditional approval letter regarding a pending Letter of Credit from Stockman Bank (dated 1/27/2022; copy okay) OR to-be-issued official Letter of Credit (copy okay; may have redactions)
- Noxious weed management plan documents approved by the Custer County Weed District (copy okay)
- Resolution granting final approval, approving the amendment request, and approving the SIA and letter of credit (copy)
- Final approval letter from Mayor on behalf of City Council (signed original)

Sincerely,

City Council, Miles City

John Hollowell, Mayor

- Note: State law requires the local government to provide information to the subdivider regarding the appeal process for the conditions imposed. Please see 76-3-625 MCA:

76-3-625. Violations -- actions against governing body.

- (1) A person who has filed with the governing body an application for a subdivision under this chapter may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to this chapter within 180 days of the final action, decision,

order, or adoption of a regulation. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

- (2)
 - (a) A party identified in subsection (3) who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the approval, imposition of conditions, or denial of the preliminary plat.
 - (b) A party identified in subsection (3) who is aggrieved by any other final decision of the governing body regarding a subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the decision.
 - (c) A petition allowed in subsections (2)(a) and (2)(b) must specify the grounds upon which the appeal is made. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.
- (3) The following parties may appeal under the provisions of subsection (2):
 - (a) the subdivider;
 - (b) a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;
 - (c) the county commissioners of the county where the subdivision is proposed; and
 - (d)
 - (i) a first-class municipality, as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits;
 - (ii) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits; and
 - (iii) a third-class municipality or a town, as described in 7-1-4111, if a subdivision is proposed within 1 mile of its limits.
- (4) For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

cc: Cory Wilhelm, PLS, CFedS
Wilhelm Land Surveying, LLC
713 Pleasant Street
P.O. Box 1518
Miles City, MT 59301

**Staff Report to the City Council
Final Plat Review of City View Subdivision,
a Proposed Subsequent Minor Subdivision of Lot 2 of Block 5 of the
Amended Plat of Southgate Meadows Subdivision
February 1, 2022**

This report is submitted to the City of Miles City's City Council for review of the final plat application for the City View Subsequent Minor Subdivision at a public meeting scheduled for February 8, 2022 at 6:00 p.m.

The City View Subdivision would create four commercial lots from the 22.41-acre tract. See the two-page final plat attached to this report. The City Council granted preliminary approval subject to 29 conditions on May 11, 2021, with the preliminary approval letter issued/dated May 17, 2021. The preliminary approval was for a three-year period.

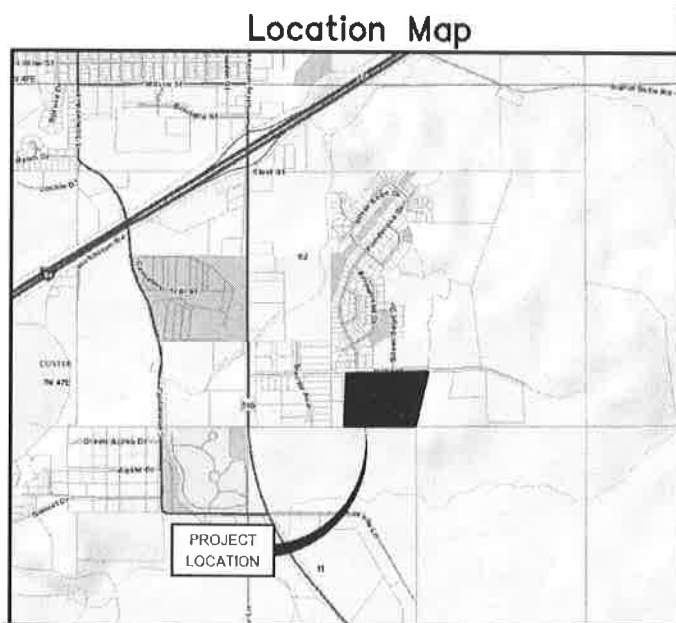
The existing tract is legally described as Lot 2 of the Amended Plat of Block 5 of the Amended Plat of Southgate Meadows Subdivision, Env. 530B of the Custer County Clerk & Recorder's Office, located in Section 2 of Township 7 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City. See the Location Map on this page for the subdivision's location.

L & L Developers, LLC, represented by Matthew Lothspeich and Roger Lothspeich, is the owner of the subject property, and the Lothspeichs are the subdividers.

The subdivision lots will be provided City services. The conditions of approval require specific improvements to City infrastructure and private improvements serving the lots, some of which are not installed as allowed by the conditions of approval, which are proposed to be guaranteed by a Subdivision Improvements Agreement secured by a letter of credit from Stockman Bank.

The Final Plat application was originally submitted to the Planner Office on October 6, 2022 via email, with additional material submitted between then and the date of this report.

The subdividers agent, Cory Wilhelm, has requested an amendment to Condition 23 to allow the use of satellite services instead of being required to extend Mid-Rivers Communications' facilities to Lot 2A. This is being processed as a "non-material" amendment, which the acting Subdivision Administrator is recommending approval of.



For informational purposes, the preliminary approval for the subdivision included the granting of the following two variances to the Miles City Subdivision Regulations (MCSR):

Variations:

1. The City Council has granted a variance to Sec. 21-18(a)(6)(b) MCSR, which states, “*No single lot may be divided by a public or private road, alley or utility right-of-way or easement*”. Approval of the variance allows Lots 2A, 2B, and 2D to be divided by the proposed 40’ wide city water and sewer easement.
2. The City Council has granted a variance to Sec. 21-18(a)(8)(a)(8) MCSR, which states, “*Second or emergency access. To facilitate access by emergency vehicles and to allow an escape route for residents in emergency situations, the subdivider shall provide a second access in major subdivisions and all subdivisions located in high fire hazard areas.*” Approval of the variance allows for the subdivision without a second or emergency access at this time, subject to mitigation in the form of a condition requiring the property owner, heirs, and assigns to waive the right to protest creation of a Special Improvement District to provide a second access from Highway 59 to the subject property.

The conditions of preliminary approval are listed below. Following each condition is a statement in italics indicating how the condition has been met and/or whether anything more is required prior to final action by the City Council.

Conditions:

1. The final plat and plans shall be in substantial compliance with the preliminary plat and plans reviewed and approved by the City of Miles City, except as modified by these conditions. *[Sec. 21-14(b)(1) Miles City Subdivision Regulations (MCSR)]*

Compliance Statement: *The final plat for the subdivision substantially complies with the preliminary plat and plans, satisfying Condition 1.*

2. The approval period for the preliminary plat is three years. All conditions of preliminary approval shall be met within three years or the preliminary plat approval is null and void, unless an extension(s) is requested and agreed to by the governing body. The final subdivision plat must be filed and recorded with the Custer County Clerk and Recorder within the three-year approval period or extended period, if applicable. *[Sec. 21-16(a)(9)(e) MCSR and 76-3-610(1), MCA]*

Compliance Statement: *The preliminary plat was approved on May 11, 2021, giving a three-year approval period for the preliminary plat that will be in force until May 11, 2024. The final plat will need to be recorded at the Custer County Clerk & Recorder’s Office prior to that date, unless an extension is requested and granted in accordance with state law and local regulations. It does not appear an extension is likely to be required, as the subdivision has adequate time to obtain approval and be recorded.*

3. The final plat and supplements shall comply with the Uniform Standards for Final Subdivision Plats and shall be reviewed by Custer County's Examining Land Surveyor and Miles City's Subdivision Administrator prior to final approval. [Sec. 21-14(b) MCSR and 76-3-402 and 76-3-611(2), MCA]

Compliance Statement: *The acting Subdivision Administrator has reviewed the PDF version of the final plat and found it to substantially comply with content requirements of the Uniform Standards for Final Subdivision Plats (A.R.M. 24.183.1107), but not the physical form items (such as size and materials), which will need to be checked by the Custer County Clerk & Recorder's Office at the time of submittal for recording.*

The final plat submittal includes an Examining Land Surveyor (ELS) approval letter dated January 22, 2022 from Carl R. Kluesner P.L.S., as the Custer County Examining Land Surveyor stating the 2nd edition of the plat was reviewed and found to meet "the requirements set forth in section 76-3-611(2)(a), and 76-3-pts. 401-404 MCA., Also, A.R.M. 24.183.1101, and A.R.M. 24.183.1104." With the ELS approval, acting Subdivision Administrator findings, and Custer County Clerk & Recorder's Office providing final signatures on the final plat after final plat approval by City Council, the final plat and supplements will comply with Condition 3.

4. All existing and proposed easements shall be identified as to purpose, dimensions and recipients of the dedication. [MCSR and ARM 24.183.1107]

Compliance Statement: *The final plat shows the following existing and new easements:*

- *A new 40' wide City Water and Sewer Easement/40' Utility Easement #2 that loops through the subdivision on Lots 2D, 2A, and 2B, to the City of Miles City, with purpose, metes and bounds, and area;*
- *A new 30' by 50' Public Road and Utility Easement (for the turnaround at the end of Parkhill Drive), to the City of Miles City, with purpose, metes and bounds, and area;*
- *A new 20' wide Storm Water Drainage Easement on Lot 2B for the benefit of Lot 2C, with purpose, metes and bounds, and area;*
- *A new 30' wide Private Water and Sewer Easement on Lot 2B for the benefit of Lot 2C, with purpose, metes and bounds, and area; and*
- *Existing City street rights-of-ways adjacent to the subdivision (Horizon Parkway and Parkhill Drive, both 60' wide) and an existing 20' utility easement along the north boundary of the subdivision, Document No. 155085.*

The above existing and proposed easements are sufficient to meet Condition 4.

5. The final plat application shall provide a title report or updated abstract dated no older than 30 calendar days prior to the date of submittal of the final plat application, with documentation showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land. The final plat application shall also include the written, signed, dated, and notarized statement with consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The Subdivision Administrator is

authorized to provide for the review of the abstract or certificate of title of the land in question by the city attorney. [Sec. 21-14(b)(2)(a) MCSR and 76-3-612, MCA]

Compliance Statement: *Note: As of October 1, 2021, 76-3-612, MCA changed to require a “subdivision guarantee” instead of a “certificate of a title abstractor” to be submitted with the final plat application. The final plat application included a Subdivision Guarantee dated September 8, 2021 issued by First American Title Insurance Company (through Security Abstract & Title Company), which was dated 28 days old as of the October 6, 2021 final plat application submittal. The Subdivision Guarantee documents the vested owner as of that date being L & L Developers LLC, with the only lienholders listed being related to a lawsuit filed in District Court, a City permissive levy, annual City assessments, and Custer County property taxes. The City Attorney, Dan Rice was provided this information and provided the acting Subdivision Administrator information indicating the lien from the lawsuit in District Court has been resolved. The City encumbrances will be addressed with the City’s signed approval of the final plat, and the county tax bill has been addressed by having obtained the County Treasurer certification on the final plat stating taxes are paid. Condition 5 is adequately satisfied to allow final plat approval by City Council.*

6. The City Council will only approve the final plat if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. [Sec. 21-16(a)(9)(e) MCSR and 76-3-611(1)(b), MCA]

Compliance Statement: *The County Treasurer’s signature certifying compliance with this requirement is on the face of the final plat. Condition 6 is therefore satisfied.*

7. The City of Miles City will collect public comment submitted at the public hearings regarding the information presented pursuant to 76-3-622, MCA and shall make any comments submitted or a summary of the comments submitted available to the subdividers within 30 days after conditional approval of the subdivision application and preliminary plat. The subdividers shall, as part of the subdividers’ application for sanitation approval, forward the comments or the summary provided by the City of Miles City to DEQ. [76-3-604(7), MCA and ARM 17.36.103(1)(t)]

Compliance Statement: *The City collected the public comment at the Planning Board’s and City Council’s public hearings, which were subsequently sent to Cory Wilhelm by the City Planner at the time along with Planning Board meeting minutes, City Council minutes, the associated reports and approval letter. The submittal of the final plat application includes a statement that the public comment was sent to Montana Department of Environmental Quality on June 23rd, 2021. DEQ issued its approvals on June 24, 2021. Therefore, Condition 7 is satisfied.*

8. The proposed plans for solid waste collection and water and wastewater treatment systems shall be reviewed by the Miles City Sanitarian and approved by the Montana Department of Environmental Quality. All applicable specifications and requirements of the approved plans shall be met and certified by a professional engineer prior to final plat approval. The approved plans shall be filed with the final plat. [Sec. 21-18(a)(10) through (12) MCSR, Sec. 21-14(b)(2)(a)(6) MCSR, and ARM 24.183.1107(3)]

Compliance Statement: DEQ issued its approvals on June 24, 2021, including a Certificate of Subdivision Plat Approval (COSA) for the City View Subdivision as EQ# 21-1067 and approval of plans and specifications for water, sewer, and storm drainage by the Public Water Supply Plan Review Section per EQ# 21-1068. The DEQ approvals and plans are consistent with the conditional approval and what was approved by City Council. The DEQ-approved COSA and associated approved plans are to be filed with the final plat. Upon completion of the infrastructure, prior to release of the proposed Subdivision Improvements Agreement (SIA) (Conditions 15 and 16), the improvements will need to be certified by a professional engineer, which is part of the SIA.

9. A storm water drainage plan, designed by a professional engineer who is licensed in the State of Montana, shall be reviewed by the Miles City Sanitarian and approved by the Montana Department of Environmental Quality. All applicable specifications and requirements of the approved plans shall be met and certified by a professional engineer prior to final plat approval. The approved plans shall be filed with the final plat. [Sec. 21-18(a)(9) MCSR, Sec. 21-14(b)(2)(a)(6) MCSR, and ARM 24.183.1107(3)]

Compliance Statement: The DEQ-issued COSA, EQ# 21-1068, includes approval of the engineered stormwater design for the subdivision. The stormwater infrastructure has been certified installed by the subdividers, and final engineer certification is part of the proposed Subdivision Improvements Agreement when the other infrastructure will be completed and certified. The DEQ-approved COSA and associated approved plans are to be recorded with the final plat, with the final, as-built plans to be certified and recorded upon completion of the improvements secured by the SIA.

10. Easements and a declaration(s) of shared use and maintenance agreement shall be established on and with the final plat for any stormwater-related facilities that will be shared amongst more than one lot. [Planning Board Report III.A.5 and Sec. 21-14(b)(6) MCSR]

Compliance Statement: The application includes a signed/notarized Stormwater Facilities Maintenance Agreement for a shared 20' Wide Storm Water Drainage Easement and Detention Pond for conveyance and detention of stormwater. The agreement is for stormwater facilities on Lot 2B to be used by Lot 2C as shown on the final plat. The agreement is consistent with the DEQ-approved agreement that is part of the approved stormwater management plans, and complies with Sec. 21-14(b)(6) MCSR. The document will need to be recorded with the final plat for compliance with Condition 10.

11. The subdividers shall provide authorization from Montana Department of Environmental Quality, through a permit or written documentation that no permit is required, under the authority of a General Permit for Storm Water Discharges Associated with Construction Activity per the Montana Pollutant Discharge Elimination System (MPDES). The approved Storm Water Pollution Prevention Plan Permit and/or General Permit for Storm Water Discharges Associated with Construction Activity or other written authorization issued by the Montana Department of Environmental Quality shall be included with the final plat application. [Planning Board Report III.B.2; 76-3-608(3)(a),

MCA, impacts on the natural environment; 75-5-101 et seq, MCA; and ARM 17.30.1101, 17.30.1301 et seq, and 17.30.601 et seq]

Compliance Statement: *The final plat application includes a completed DEQ Storm Water Pollution Prevention Plan (SWPPP) Form and associated DEQ authorization of the Plan. Therefore the application demonstrates compliance with Condition 11.*

12. Prior to final plat approval, the exposed soils on the property along the south side of Horizon Parkway, where a denuded, unvegetated slope exists, shall be stabilized with implementation of erosion control measures. The City encourages the subdividers to take erosion control measures as soon as possible, with the intent being that the subdividers do not wait until all subdivision-related improvements are completed. *[Planning Board Report III.B.2 and 76-3-608(3)(a), MCA, based on impacts on the natural environment]*

Compliance Statement: *The final plat application includes a Certificate of Completion of Improvements, with which the subdividers have certified the slopes have been reseeded to native grasses in the entire subdivision, which demonstrates compliance with Condition 12.*

13. The landscaping plan submitted for the subdivision, which shall be held on file at the City Planning Department at City Hall, shall be referenced on the face of the final plat to notify future lot owners of the plan. The plan may be used as a basis for individual lot development, but any such future individual lot development is subject to approval by the City of Miles City in accordance with the regulations in place at the time of proposed development, which may require modifications to the subdivision's landscape plan, supplemental information, or a new landscape plan. *[Planning Board Report III.A.9, Sec. 24-49 of Miles City Zoning Code, and Sec. 21-18(a)(18)(g) MCSR]*

Compliance Statement: *The landscaping plan is to be kept on file at the City Planning Department at City Hall. The final plat includes reference to the city-approved landscaping plan on file at the City Planning Department at City Hall; therefore, Condition 13 is satisfied.*

14. Future uses of the lots shall be in accordance with the Miles City Zoning Code and DEQ-approved Certificate of Subdivision Approval to be issued as referenced in these conditions. In addition, because the project has only been proposed for the non-residential uses allowed by the current General Commercial district regulations and the preliminary plat application did not contemplate non-residential uses and associated impacts, such as those on the education system and parks and recreation resources, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. *[Miles City Zoning Code, Planning Board Report III.A.9 and III.B.2]*

Compliance Statement: *Condition 14 is an ongoing condition that does not require further action before final plat approval. The subdivision proposal and COSA comply with the Miles City Zoning Code and regulations for the current General Commercial district; therefore, the condition is satisfied at this time.*

15. Prior to filing of the final plat, all improvements shall be installed or otherwise guaranteed as proposed and as outlined by these conditions, including as specifically identified by Condition #16. All improvements shall be completed in place or the developer shall enter into a written subdivision improvements agreement with City Council guaranteeing the construction and certification of such improvements and shall provide an acceptable financial security guarantee, in accordance with the Miles City Subdivision Regulations. [Planning Board Report III.A, III.B.1 – 3, Sec. 21-14(b)(7) MCSR, and 76-3-507, MCA]

Compliance Statement: *The final plat application includes a Certificate of Completion of Improvements for some of the required improvements, and a proposal to enter into a Subdivision Improvements Agreement (SIA) with the City. The City Council will need to approve of the subdividers' proposed SIA and financial security. On November 11, 2021, The City Council approved the subdividers' and agent's request to waive a requirement of Section 21-14(b)(7) of the Miles City Subdivision Regulations, which states, "If the subdivider chooses to enter into a subdivision improvements agreement, guaranteeing the public improvements through a bond or letter of credit, three bids for the cost of installation of the public improvements shall be obtained by the subdivider. The amount of the guarantee shall be calculated by multiplying 125 percent by the highest bid." The waiver approval allows only one bid for costs of improvements contingent upon the amount of the guarantee being 150% of the approved bid with City staff approval of the bids.*

Public Works Director Scott Gray and Utilities Director Tom Speelmon have both provided emails to the acting Subdivision Administrator indicating their approvals of the bids and improvements.

The specifics of the installed improvements and remaining improvements associated with the proposed SIA are discussed further below under Condition 16 and other conditions that outline the status of improvements associated with each condition. In summary, upon City Council approval of the proposal to obtain financial security from a lending institution, as well as the amounts of the costs of remaining improvements, the City and subdividers can sign the SIA, which will be recorded with the final plat.

The submittal includes the following bids and estimated costs of remaining improvements:

- *Diamond J Construction bid: total \$682,943.75*
- *Electric: \$43,637.57*
- *Brosz Engineering: \$35,000.00*
- *No parking sign: \$150.00 per Scott Gray, Miles City Public Works Director*

The total estimated cost of these improvements is \$761,731.32. That amount multiplied by 150% totals \$1,142,596.98, which is therefore the required financial security. If the City Council approves that amount, the SIA, and the form of financial security (see attached), the City Council can enter into the SIA by signing the agreement. Because the letter of credit has been approved, but not yet issued by Stockman Bank, and is conditional on this amount being approved by City Council, the acting Subdivision Administrator

recommends the SIA be approved by City Council, with final plat approval either tabled until the letter of credit is formally established and approved, or contingent upon review of the letter of credit by the City Attorney and acting Subdivision Administrator.

16. A: The following improvements must be installed prior to final plat approval, as opposed to including said improvements in the SIA:

- Site grading per the grading plans, including erosion control required by these conditions.
- Reseeding and weed treatment associated with this list.
- Parkhill Drive: construction of full turnaround area to proper city street/turnaround standards within a public easement/right-of-way, with the only exception of surface paving/hard-surfacing.
- All engineering costs (design, construction, and certification), permitting, and reseeding/weed treatment of the improvements not included in the SIA.

B: The following shall be included in the SIA:

- Remaining erosion control, reseeding and weed treatment.
- Electrical and telecommunication utilities to each lot (if not in place currently)
- All water mains and fire hydrants.
- All sewer mains and related facilities.
- Stormwater conveyance and retention/detention facilities.
- Horizon Parkway: widening, construction, curb and gutter, with the only exception of surface paving.
- Sidewalk along Horizon Parkway.
- Paving of Horizon Parkway from current end of pavement to and including the approach to Lot 2D.
- Surface paving/hard-surfacing of the turnaround at the terminus of Parkhill Drive.
- Traffic signs.
- Mail facilities.
- Remaining engineering costs (design, construction, and certification) and permitting (including all required by these conditions).

[Planning Board Report III.A, III.B.1 – 3, Sec. 21-14(b)(7) MCSR, and 76-3-507, MCA]

Compliance Statement: *The submitted Completion of Improvements includes certification by the subdividers that the following are installed:*

- *The slopes have been reseeded to native grasses in the entire subdivision and site grading and storm water infrastructure per the grading plans (this covers the first two bullet items of Condition 16A, being site grading per the grading plans, including erosion control required by the conditions, and reseeding and weed treatment associated with this list). The certification states as-builts will be performed once the water and sewer infrastructure is in. A cover letter also states the weed treatment associated with the 16A list has been done.*
- *Parkhill Drive – Gravel hammerhead has been constructed (see also Condition 20).*

The remaining improvements listed in 16B are proposed to be included with and secured by

the SIA and letter of credit to be issued by Stockman Bank, with the exception of telecommunications utilities, which are further discussed under Condition 23 below. The letter of credit from Stockman Bank is to be issued after approval of the financial amount by City Council, as discussed under Condition 15 above.

17. The proposed improvements to Horizon Parkway shall be completed by the subdividers, certified by the subdividers' engineer, and approved by the Miles City Public Works Department. The improvements shall include pedestrian facilities along the south side of Horizon Parkway adjacent to the subject property in accordance with Sec. 20-41 of the Miles City Code of Ordinances (MCCO). [*Sec. 21-18(a)(8) MCSR, Sec. 20-41 MCCO*]

Compliance Statement: *The subdividers propose to include the improvements to Horizon Parkway, including pedestrian facilities along the south side, in the SIA as discussed previously. Condition 17 will be satisfied with approval of the proposed SIA and future improvements that are covered by the SIA.*

18. All street, water, sewer, and stormwater improvement plans shall be reviewed and approved by the Miles City Public Works Department and be built to applicable city standards. All applicable specifications and requirements of the approved plans shall be met and certified by a professional engineer. [*Planning Board Report III.A & B; Sec. 21-18(a)(5), Sec. 21-18(a)(8), Sec. 21-18(a)(9) – (12), MCSR; and 76-3-608(3)(a), MCA, impacts on public health and safety*]

Compliance Statement: *The stormwater infrastructure is included in the Completion of Improvements, and Scott Gray of the Public Works Department has approved the plans. The street improvement plans are partially complete as discussed previously with the gravel hammerhead at the end of Parkhill Drive. The Public Works Department has approved the street improvement plans and SIA bids to date, and the remaining street, water, and sewer improvement plans are addressed by the proposed SIA. Condition 18 will be satisfied with approval of the proposed SIA and future improvements that are covered by the SIA.*

19. The proposed water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to, taken over and maintained by the City of Miles City. (*proposal in June 10, 2020 Water and Sanitary Sewer Engineering Report modified by subdividers' agent at April 20 public hearing; Sec. 21-14(b)(1) MCSR; and 76-3-608(3)(a), MCA, impacts on local services*)

Compliance Statement: *The final plat does not include dedication language for the extensions to City water and sewer infrastructure; only easements to City. This is because the infrastructure is not yet in place, but is instead secured by the SIA and letter of credit discussed previously. The SIA includes a statement (paragraph 9, page 2) that, "Once the infrastructure is built, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.", which will ensure compliance with Condition 19 at the time of completion of the improvements and City's release of the SIA. Furthermore, the final plat*

approval letter should reflect this requirement should the subdividers default on the SIA.

20. Parkhill Drive shall be improved with a turnaround area that meets Miles City standards within an adequate permanent or temporary right-of-way or easement for the turnaround area. A leg of the turnaround may also serve as the driveway approach to Lot 2A as long as parking is not allowed in the turnaround's easement area. Should such additional easement be nonperpetual, termination of the easement shall be contingent upon Parkhill Drive being established with another turnaround area at its terminus in compliance with Miles City standards. The turnaround area improvements are subject to city approval but do not require an engineer design or certification of construction specifications. *[Planning Board Report III.A.2 & III.B, Sec. 21-18(a)(8) MCSR, and 76-3-608(3)(a), MCA, impacts on public health and safety]*

Compliance Statement: *The application indicates through the Certificate of Completion of Improvements that a 'hammerhead' shaped turnaround area at the end of Parkhill Drive is installed with a gravel surface. The east 'leg' of the turnaround is accommodated in the existing City street right-of-way for Parkhill Drive and a new right-of-way dedicated to the City as shown on the final plat. The east leg of the turnaround is accommodated by an executed (signed and notarized), recorded easement document (Document No. 179016, copy attached) that grants the area for the hammerhead to the City of Miles City. The easement is permanent and not temporary or "non-perpetual". The east leg of the turnaround serves as the driveway approach to Lot 2A, meaning parking is required to be prohibited in the turnaround's easement area. The easement does not restrict parking; therefore, a no parking sign(s) should be required to be installed to meet Condition 20. Because a 'no parking' sign has not been installed, it is proposed to be included in the SIA; Scott Gray of the Public Works Department has stated the sign installation by the City could be performed for \$150, so that amount has been added to the SIA cost calculations above. Condition 20 is therefore satisfied.*

21. The subdividers shall file with the Custer County Clerk & Recorder an executed Waiver of Right to Protest Creation of Special Improvement District in a form acceptable to the City stating that the subdivider and all heirs and assigns waive the right to protest creation of a Special Improvement District to provide a second or emergency access for the portion of Southgate Meadows that Block 5 is located in, in a manner that complies with Sec. 21-18(a)(8)(a)(8) MCSR for this subdivision. The improvement district may include all costs related to engineering, surveying, land, easement, and right-of-way acquisition, materials, construction, and all appurtenant costs necessary to build a roadway to be used for emergency ingress and egress from the subdivision to Highway 59. This waiver of the right to protest shall extend for 20 years beginning on the date the final subdivision plat is filed with the Custer County Clerk & Recorder. *[Planning Board Report III.A.2 & III.B, Sec. 21-18(a)(8)(a)(8) MCSR, and 76-3-608(3)(a), MCA, impacts on public health and safety]*

Compliance Statement: *The application includes a copy of a recorded waiver document, recorded at the Custer County Clerk & Recorder's Office as document number 178225 (attached). The document substantially complies with Condition 21; therefore, the condition*

has been satisfied.

22. Any intended or required traffic signs shall be installed by the subdivider with the street improvements. Traffic signs shall be of the size, shape, height, and placement in accordance with the Manual of Uniform Traffic Control Devices. Traffic sign plans shall be approved by the planning department, which may consult with other departments or contracted agents to ensure adequacy. [Sec. 21-18(a)(8)(f) MCSR]

Compliance Statement: *No new traffic signs were proposed or specifically required by the conditional approval or MCSR, with the exception of a 'no parking' sign recommended by the Subdivision Administrator as discussed under Condition 20 above. When the sign is to be installed, it will be required to comply with the Manual of Uniform Traffic Control Devices, ensuring compliance with Condition 22.*

23. Electrical and telecommunication utilities shall be installed to each lot in the subdivision in accordance with Sec. 21-18(a)(13) MCSR. Prior to final plat approval (unless secured by SIA), the subdividers shall submit letters from the utility service providers indicating utilities have been installed to their specifications and within appropriate easements as shown on the final plat. [Sec. 21-18(a)(13) MCSR]

Compliance Statement: *The application indicates Lot 2D has electrical power (by Tongue River Electric Cooperative, Inc.) installed to the lot, while Lots 2A, 2B, and 2C will cost the subdividers \$43,637.57 to install. The total cost of this has been estimated by Tongue River Electric Cooperative. That amount has been included in the SIA calculations above.*

Telecommunications utilities by Mid-Rivers Communications is apparently available for the subdivision in the Horizon Parkway right-of-way, but not installed to all lots, specifically Lot 2A, which does not abut Horizon Parkway. Mid-Rivers provided a letter stating they have facilities available, and their extension policy will be applied on all service requests; such will-serve letters are typical in Mid-Rivers' service areas. However, they typically extend facilities at a cost to the parties requesting service. Because the lack of facilities to Lot 2A does not comply with Condition 23's requirement to have the facilities installed "to each lot", Condition 23 has not been met. The subdividers' agent has requested an amendment to Condition 23 to allow the use of satellite services instead of being required to extend Mid-Rivers Communications' facilities to Lot 2A. Alternately, if the request is approved, the future owners of Lot 2A could extend the utilities to the lot within the Parkhill Drive right-of-way.

Please note the MCSR and state law do not require such utilities to be extended to each lot. The MCSR and state law require adequate easements for the extension of "planned utilities" (see 76-3-608(2)(c), MCA, which state a subdivision proposal must undergo review for the following primary criteria, among others: the provision of easements within and to the proposed subdivision for the location and installation of any planned utilities). The preliminary plat application had not included comments from the electrical and telecommunications utilities providers, so the conditions of approval recommended by staff addressed that uncertainty by requiring installation "to each lot". The acting Subdivision Administrator has reviewed the adopted findings of fact from the preliminary plat review of

the subdivision, and there were no potential impacts on the service providers that need to be further addressed to allow for the requested amendment. Therefore, the acting Subdivision Administrator recommends Condition 23 be amended as follows:

23. ~~Electrical and telecommunication~~ utilities shall be installed to each lot in the subdivision in accordance with Sec. 21-18(a)(13) MCSR. Prior to final plat approval (unless secured by SIA), the subdividers shall submit letters from the electrical utility service providers indicating utilities have been installed to their specifications and within appropriate easements as shown on the final plat. Telecommunications services may be provided by extensions of utilities from those existing in the Horizon Parkway right-of-way in accordance with Sec. 21-18(a)(13) MCSR or the occupants may rely upon other services providers, such as satellite service providers. [Sec. 21-18(a)(13) MCSR]

If the City Council approves the requested amendment, a signed letter will need to be directed to the subdividers explaining approval of the amendment.

24. In addition to showing the location of utility easements on the plat with dashed lines, the following statement shall be on the final plat:

"The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'utility easement' to have and to hold forever." [Sec. 21-18(a)(13) MCSR]

Compliance Statement: *The final plat includes the above statement under the applicable public utility easements as required by Condition 24, demonstrating compliance with the condition.*

25. The applicant shall meet the requirements of the United States Postal Service (USPS) for mail delivery. A plan for mail delivery shall be included with the final plat application with approval by the local United States Post Office. If postal service will not be provided to each individual lot within the subdivision, the subdividers must provide an off-street area for mail delivery within the subdivision in cooperation with the United States Post Office. If a CBU system is required, it shall be shown on the final plat with an appropriate easement. If the plans call for a shared facility, responsibility for maintenance of the area and postal facilities shall be included as part a maintenance agreement. [Sec. 21-18(a)(8)(h)(7) MCSR]

Compliance Statement: *The application includes a letter from the Postmaster at the Miles City Post Office stating the subdividers' agent has been given locations of where the cluster boxes will need to go for deliver, and shown examples of the Cluster Boxes and Parcel Locker options. Information on the cluster boxes was included with the application. Their proposed locations are shown on the final plat: one along Horizon Parkway at the entrance to Lot 2D, and one along Parkhill Drive near the common boundary between Lots 2A and*

2B. Their installation is included in the SIA. The application includes Mailbox Facilities Maintenance Agreements that address the maintenance of both facilities as required by Condition 25, which will need to be signed, notarized, and recorded with the final plat. The mail delivery plan therefore complies with Condition 25.

26. The proposed noxious weed management plan shall be approved by the Custer County Weed District and filed with the final plat. The plan shall be implemented during development. [Planning Board Report III.B.2 and 76-3-608(3)(a), MCA, impacts on the natural environment and agriculture]

Compliance Statement: The application includes a filled-out and signed six-year weed management compliance form approved by the Custer County Weed District, which will need to be filed with the final plat. The application indicates it has been implemented during development. Condition 26 is satisfied to date.

27. Statement(s) on the final plat and/or attached Conditions of Approval Sheets per the Uniform Standards for Final Subdivision Plats shall notify future property owners of the right to farm by surrounding agricultural landowners and measures that may be legally taken to prevent pets from harassing livestock. [Planning Board Report III.B.2 and 76-3-608(3)(a), MCA, impacts on agriculture]

Compliance Statement: The final plat includes the following statements in compliance with Condition 27:

Agricultural Notices

Future property owners are hereby notified of the right to farm by surrounding agricultural landowners and measures that may be legally taken to prevent pets from harassing livestock. In addition, adjacent landowners may take actions to prevent pets from harassing livestock, including but not limited to killing dogs that harass, destroy, or injure livestock as authorized by 81-7-401, MCA."

An agricultural or farming operation, a place, an establishment, or a facility or any of its appurtenances or the operation of those things is not or does not become a public nuisance because of its normal operation as a result of changed residential or commercial conditions in or around its locality if the agricultural or farming operation, place, establishment, or facility has been in operation longer than the complaining resident has been in possession or the commercial establishment has been in operation, per 45-8-111(4), MCA

28. If during ground disturbance and construction of subdivision improvements and individual lot development, if cultural materials are inadvertently discovered, the Montana State Historic Preservation Office (SHPO) shall be contacted to provide for site investigation and mitigation according to SHPO requirements or recommendations. Statement(s) on the final plat and/or attached Conditions of Approval Sheets per the Uniform Standards for Final Subdivision Plats shall notify future property owners of the requirement. [Planning Board Report III.B.2 and 76-3-608(3)(a), MCA, impacts on the natural environment]

Compliance Statement: *The final plat includes the following statement in compliance with Condition 28:*

Historic Notices

"If during ground disturbance and construction of subdivision improvements and individual lot development, if cultural materials are inadvertently discovered, the Montana State Historic Preservation Office (SHPO) shall be contacted to provide for site investigation and mitigation according to SHPO requirements or recommendations."

29. The subdividers shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision to obtain final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. Any regulations, laws, procedures, mitigations, or provisions that are not specifically listed as conditions of approval are not waived or varied by omission. [*compliance with MCSR and MCA 76-3*]

Compliance Statement: *Condition 29 is a general statement that requires compliance with applicable regulations and laws; at this time, no compliance issues other than those addressed in this report have been identified. Therefore, the final plat application complies with Condition 29.*


This preliminary plat approval is for the creation of four lots to be used in compliance with the Miles City Zoning Code. Any changes to the approval would require additional review and approval by the City of Miles City.

Compliance Statement: *The final plat will create four lots, which will need to be used in compliance with the Miles City Zoning Code. An amendment to Condition 23 has been discussed above, which is under review by the City of Miles City.*

REVIEWER (ACTING SUBDIVISION ADMINISTRATOR) RECOMMENDATION:

Based on compliance with conditions of preliminary approval and the amendment discussed above, the reviewer and acting Subdivision Administrator recommends approving the final plat application subject to the City Council approving the SIA and letter of credit and issuing a final plat approval letter.

Reviewed and submitted by:


Joel Nelson, Land Solutions, LLC
Contract Planner
(acting Subdivision Administrator)

February 1, 2022

Date

Items to be filed or recorded for the City View Subdivision:

- Final Plat of City View Subdivision (signed originals – the Custer County Clerk & Recorder’s Office requires 2 mylars and 1 paper)
- DEQ approvals for water, wastewater, stormwater, & solid waste (originals of EQ# 21-1067 and EQ# 21-1068)
- Mailbox Facilities Maintenance Agreements (two signed, notarized originals – one for Lots 2A and 2B, and one for Lots 2B and 2C)
- Stormwater Facilities Maintenance Agreement (signed, notarized original – for Lots 2B and 2C)
- Certificate of Completion of Improvements (signed and dated 1-20-22)
- Subdivision Improvements Agreement (SIA), including Exhibit “A” (list of incomplete improvements to be secured by the SIA and letter of credit) and Exhibit “B” (bids)
- Conditional approval letter regarding a pending Letter of Credit from Stockman Bank (dated 1/27/2022; copy okay) OR to-be-issued official Letter of Credit (copy okay; may have redactions)
- Noxious weed management plan documents approved by the Custer County Weed District (copy okay)
- Resolution granting final approval, approving the amendment request, and approving the SIA and letter of credit (copy)
- Final approval letter from Mayor on behalf of City Council (signed original)

**CITY VIEW SUBDIVISION
AMENDED PLAT OF LOT 2, BLOCK 5 AMENDED, SOUTHGATE MEADOWS SUBDIVISION
SWM/4, SBL/4, Section 2, Township 7 North, Range 47 East, P.M.M.
Miles City, Custer County, Montana**

Storm Water Drainage Easement

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a storm water drainage easement for the purpose of collecting, conveying, and discharging storm water from the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of collecting, conveying, and discharging storm water from the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of collecting, conveying, and discharging storm water from the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

Private Water and Sewer Easement

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a private water and sewer easement for the purpose of providing water and sewer service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing water and sewer service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing water and sewer service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

Certificate of Examination

On this _____ day of _____ 2022, I, _____, County Clerk, do hereby certify that the foregoing plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, is a true and correct copy of the original plat on file in the office of the County Clerk.

Agricultural Notices

Notice is hereby given that the City of Miles, Montana, is conducting a public hearing on the proposed plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision. The hearing will be held on the _____ day of _____ 2022, at _____ o'clock in the afternoon at the City Hall, Miles City, Montana.

Any person who has any objections to the proposed plat should appear at the hearing and state their objections. The City will consider all objections and make any necessary amendments to the plat.

Historic Notices

Notice is hereby given that the City of Miles, Montana, is conducting a public hearing on the proposed plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision. The hearing will be held on the _____ day of _____ 2022, at _____ o'clock in the afternoon at the City Hall, Miles City, Montana.

County Treasurer's Certification

I hereby certify that the proposed plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, is a true and correct copy of the original plat on file in the office of the County Clerk.

Certificate of Consent - Final Plat

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a final plat for the purpose of recording the plat in the public records. The plat shall be subject to the terms and conditions set forth in this instrument.

The final plat is granted to the City of Miles, Montana, for the purpose of recording the plat in the public records. The final plat shall be subject to the terms and conditions set forth in this instrument.

The final plat is granted to the City of Miles, Montana, for the purpose of recording the plat in the public records. The final plat shall be subject to the terms and conditions set forth in this instrument.

Public Utility Easement

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a public utility easement for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

Public Road and Utility Easement

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a public road and utility easement for the purpose of providing road and utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing road and utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing road and utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

Certificate of Plat Approval

I, _____, Mayor of the City of Miles, Montana, do hereby certify that the proposed plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, is a true and correct copy of the original plat on file in the office of the County Clerk.

The proposed plat is approved for recording in the public records. The City will provide any necessary assistance to the City of Miles, Montana, in the recording process.

STATE OF MONTANA
COUNTY OF CUSTER

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a public utility easement for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

The easement is granted to the City of Miles, Montana, for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

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The easement is granted to the City of Miles, Montana, for the purpose of providing utility service to the lots within the subdivision. The easement shall be subject to the terms and conditions set forth in this instrument.

Legal and Physical Access

W. L. & L. Developers, LLC, the current property owner of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, hereby grants to the City of Miles, Montana, a legal and physical access for the purpose of providing access to the lots within the subdivision. The access shall be subject to the terms and conditions set forth in this instrument.

The access is granted to the City of Miles, Montana, for the purpose of providing access to the lots within the subdivision. The access shall be subject to the terms and conditions set forth in this instrument.

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The access is granted to the City of Miles, Montana, for the purpose of providing access to the lots within the subdivision. The access shall be subject to the terms and conditions set forth in this instrument.

Location Map



Survey Commenced By
L & L Developers, LLC
2323 South Haynes Avenue
Miles City, MT 59301



BASIS OF BEARING
Basis of bearing is taken from the intersection of the center line of the main line of the subdivision with the center line of the main line of the subdivision. The bearing is taken from the intersection of the center line of the main line of the subdivision with the center line of the main line of the subdivision.

LEGEND
1" = 100' (Scale)
1" = 100' (Scale)
1" = 100' (Scale)

County Treasurer's Certification
I hereby certify that the proposed plat of Lot 2, Block 5, Amended, Southgate Meadows Subdivision, is a true and correct copy of the original plat on file in the office of the County Clerk.

Page 1 of 2
Page 2 of 2

CITY-APPROVED LANDSCAPING PLAN
ON FILE AT THE MILES CITY
PLANNING DEPARTMENT AT CITY HALL
DEC COSA EQ# 21-1067
DEC COSA EQ# 21-1068

Prepared by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

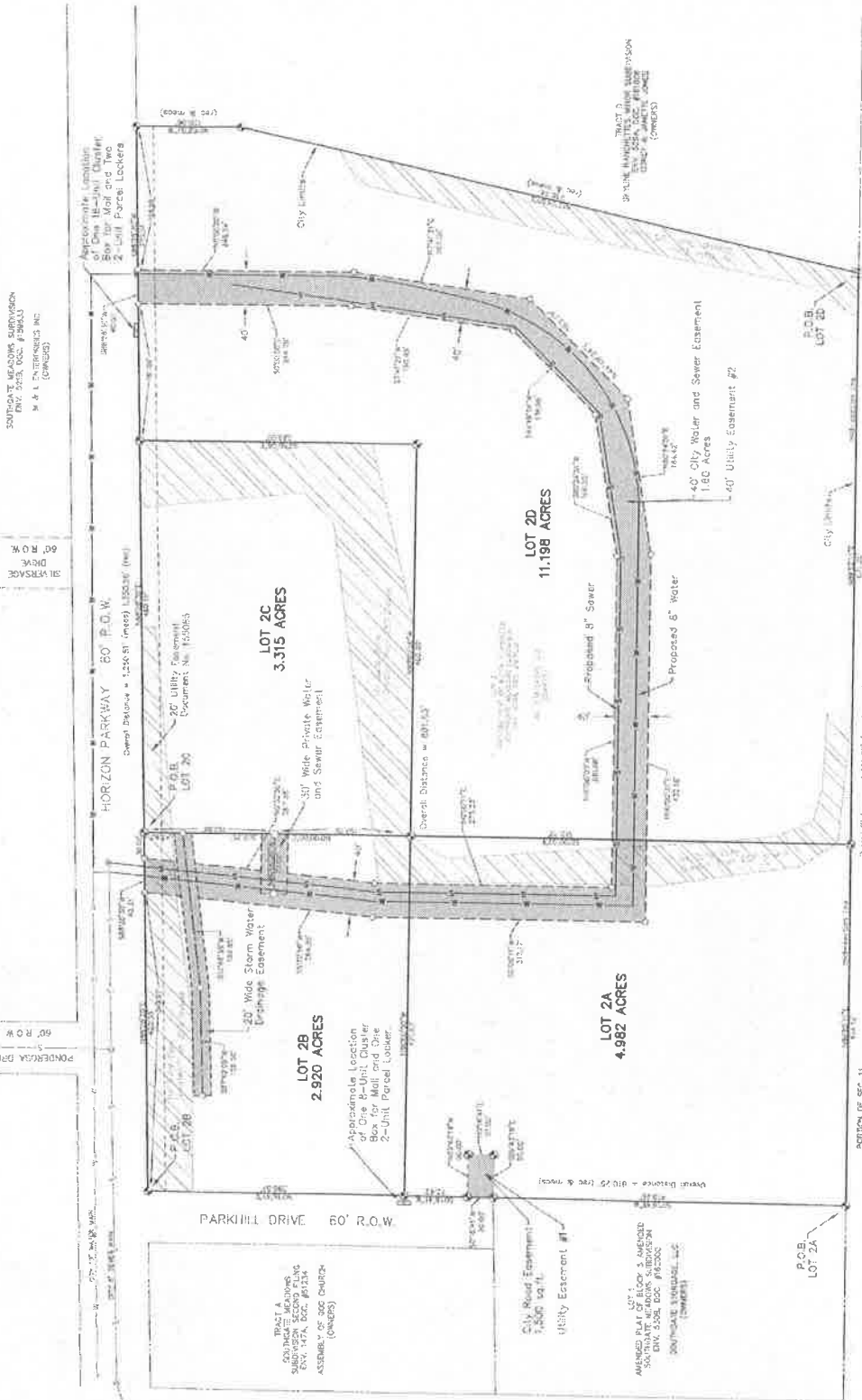
Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

Surveyed by _____, 2022 A.D.
Document # _____

**CITY VIEW SUBDIVISION
 AMENDED PLAT OF LOT 2, BLOCK 5 AMENDED, SOUTHGATE MEADOWS SUBDIVISION
 S7M/4, S8E/4, Section 2, Township 7 North, Range 47 East, P.M.M.
 Miles City, Custer County, Montana**



PORTION OF SEC. 11
 BARBARA ANN ZIMMERT
 (OWNER)

Overall Distance = 1,025.30' (tree & road)

Overall Distance = 891.13'

Overall Distance = 1,025.30' (tree & road)

Overall Distance = 891.13'

Overall Distance = 1,025.30' (tree & road)

Overall Distance = 891.13'

County Treasurer's Certification

I hereby certify that the above plat is a true and correct copy of the original plat as filed in my office and that the same complies with the provisions of the Montana Code Annotated, Title 7, Chapter 11, Section 7101, MCA.

 County Treasurer

LEGEND

- 8" Radius with 1" Water Radius Cap Stopped
- 12" Radius with 1" Water Radius Cap Stopped
- 18" Radius with 1" Water Radius Cap Stopped
- 24" Radius with 1" Water Radius Cap Stopped
- 30" Radius with 1" Water Radius Cap Stopped
- 36" Radius with 1" Water Radius Cap Stopped
- 42" Radius with 1" Water Radius Cap Stopped
- 48" Radius with 1" Water Radius Cap Stopped
- 54" Radius with 1" Water Radius Cap Stopped
- 60" Radius with 1" Water Radius Cap Stopped
- 66" Radius with 1" Water Radius Cap Stopped
- 72" Radius with 1" Water Radius Cap Stopped
- 78" Radius with 1" Water Radius Cap Stopped
- 84" Radius with 1" Water Radius Cap Stopped
- 90" Radius with 1" Water Radius Cap Stopped
- 96" Radius with 1" Water Radius Cap Stopped
- 102" Radius with 1" Water Radius Cap Stopped
- 108" Radius with 1" Water Radius Cap Stopped
- 114" Radius with 1" Water Radius Cap Stopped
- 120" Radius with 1" Water Radius Cap Stopped
- 126" Radius with 1" Water Radius Cap Stopped
- 132" Radius with 1" Water Radius Cap Stopped
- 138" Radius with 1" Water Radius Cap Stopped
- 144" Radius with 1" Water Radius Cap Stopped
- 150" Radius with 1" Water Radius Cap Stopped
- 156" Radius with 1" Water Radius Cap Stopped
- 162" Radius with 1" Water Radius Cap Stopped
- 168" Radius with 1" Water Radius Cap Stopped
- 174" Radius with 1" Water Radius Cap Stopped
- 180" Radius with 1" Water Radius Cap Stopped
- 186" Radius with 1" Water Radius Cap Stopped
- 192" Radius with 1" Water Radius Cap Stopped
- 198" Radius with 1" Water Radius Cap Stopped
- 204" Radius with 1" Water Radius Cap Stopped
- 210" Radius with 1" Water Radius Cap Stopped
- 216" Radius with 1" Water Radius Cap Stopped
- 222" Radius with 1" Water Radius Cap Stopped
- 228" Radius with 1" Water Radius Cap Stopped
- 234" Radius with 1" Water Radius Cap Stopped
- 240" Radius with 1" Water Radius Cap Stopped
- 246" Radius with 1" Water Radius Cap Stopped
- 252" Radius with 1" Water Radius Cap Stopped
- 258" Radius with 1" Water Radius Cap Stopped
- 264" Radius with 1" Water Radius Cap Stopped
- 270" Radius with 1" Water Radius Cap Stopped
- 276" Radius with 1" Water Radius Cap Stopped
- 282" Radius with 1" Water Radius Cap Stopped
- 288" Radius with 1" Water Radius Cap Stopped
- 294" Radius with 1" Water Radius Cap Stopped
- 300" Radius with 1" Water Radius Cap Stopped

WILHELM
 Land Surveying

Survey Commissioned By:
 L & L Developers, LLC
 2323 South Haynes Avenue
 Miles City, MT 59301

Page 2 of 2

CITY-APPROVED LANDSCAPING PLAN
 ON FILE AT THE MILES CITY
 PLANNING DEPARTMENT AT CITY HALL
 DEQ COSA EQ# 21-1057
 DEQ COSA EQ# 21-1058

File # _____ Date of _____ 2022 A.D.

County Clerk and Recorder

 Document # _____

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

179016 Fee: \$34.00

Custer County Recorded 1/4/2022 At 2:00 PM
Linda Corbett, Clk & Rcdr By *Linda Wagner*
Return to: City of Miles City P.O. Box 910
MILES CITY MT 59301

COPY

ACCESS EASEMENT

WHEREAS, the Miles City Assembly of God Church, of 3300 Horizon Parkway, Miles City, MT 59301, hereinafter "Grantor," is the owner of certain lands located in the County of Custer, State of Montana, more particularly described as follows:

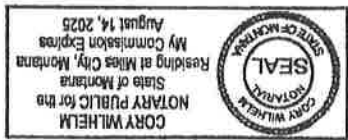
TRACT A of the Southgate Meadows Subdivision, Second Filing, being a parcel of land located in Section 2, Township 7 North, Range 47 East, M.P.M., according to the Certificate of Survey filed for record as Document No. 51234 in Envelope No. 147A of the plat cabinet in the office of the County Clerk and Recorder in and for Custer County, Montana

WHEREAS, Grantor has agreed to provide to the City of Miles City, a Montana Municipal Corporation, of P.O. Box 910, Miles City, Montana, 59301, the "Grantee," and Grantee's successors and assigns, an easement across a portion of Grantor's lands so as to provide the public with permanent right of way in relation to the establishment of a "hammerhead" for driving and turnaround on Park Hill Drive;

NOW THEREFORE, the undersigned Grantor, for good and valuable consideration, grants unto Grantee, and Grantee's successors and assigns, a permanent easement on and over a portion of the lands owned by Grantors and as described as follows:

1. Description of Easement. The easement shall be as depicted on the attached Exhibit A.
2. Purpose of Easement. The purpose of this easement shall be to allow the construction of a "hammerhead" for the public to drive and turn around on Park Hill Drive.
3. Binding Effect. This easement shall run with the land and be binding upon the heirs, personal representatives, successors and assigns of the parties.

179016 Fee: \$34.00
Custer County Recorded 1/4/2022 At 2:00 PM



(NOTARIAL SEAL)

Signature of Notary Public
Cory Wilhelm

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

On this 4th day of January, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Daniel Barber, Chairman, who executed the within instrument and acknowledged to me that he/she executed the same on behalf of the Miles City Assembly of God Church.

STATE OF MONTANA)
) ss)
) COUNTY OF CUSTER)

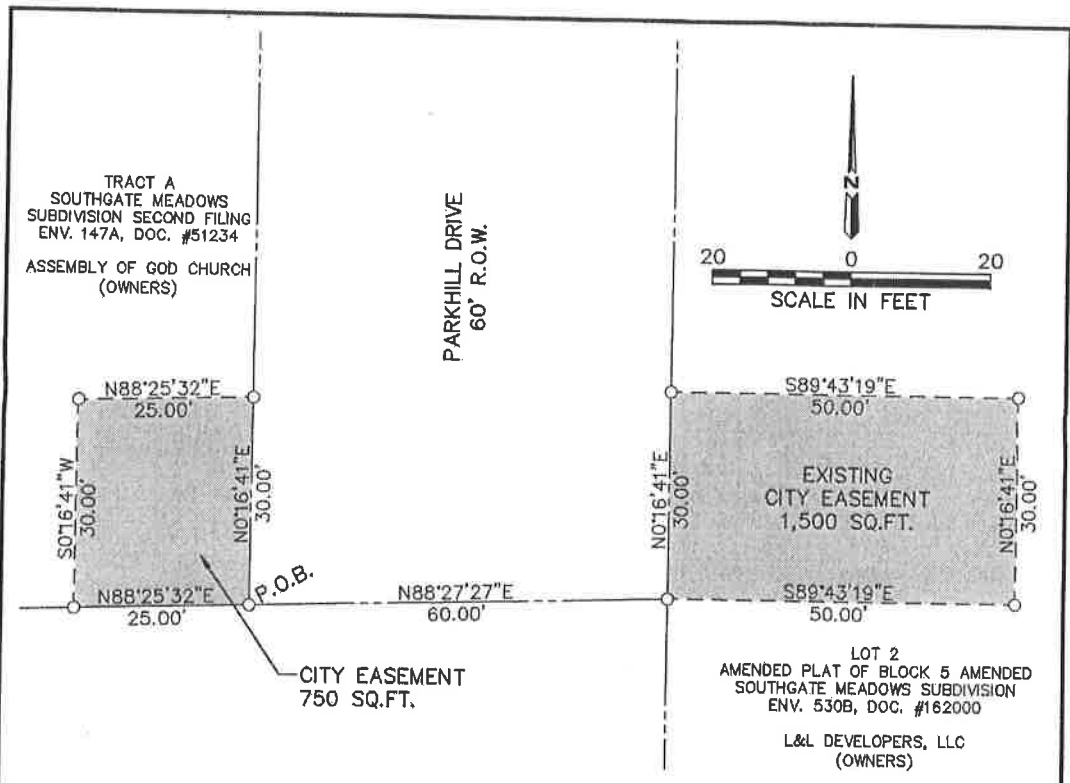
MILES CITY ASSEMBLY OF GOD CHURCH

By: Daniel Barber, Chairman
Printed Name / Title

Daniel Barber

DATED this 4th day of January, 2022.

C:\Users\wilhelm\OneDrive\Documents\2021\Land Surveying Projects\Westlake Lohapach - Site Plan\MC18-southgatein Subdivision.dwg PLOT DATE 2021-12-23 09:29 SAVED DATE 2021-12-23 09:26 USER: whl



METES AND BOUNDS DESCRIPTION

A public right-of-way easement across a portion of the Grantor's parcel of land being Tract A, Southgate Meadows Subdivision Second Filing, Envelope 147A, Document No. 51234, Miles City, Custer County, Montana.

Said easement being more particularly described as follows:

Beginning at the southeast corner of said Tract A, said point being the POINT OF BEGINNING; thence N00°16'41"E along the eastern boundary line of said Tract A and along the western right-of-way line of Parkhill Drive, a distance of 30.00 feet; thence S88°25'32"W parallel with the southern boundary line of said Tract A, a distance of 25.00 feet; thence S00°16'41"W parallel with the eastern boundary line of said Tract A, a distance of 30.00 feet to the southern boundary line of said Tract A; thence N88°25'32"E along said boundary line, a distance of 25.00 feet, more or less, to the POINT OF BEGINNING.

Said easement containing 750 square feet, more or less.



Cory Wilhelm
CORY WILHELM, PLS
REL-LS-LIC-60940



RIGHT-OF-WAY EASEMENT
Tract A, Env. 147A, Doc. No. 51234
Miles City, Custer County, Montana

PROJECT	
DATE	12/23/2021
EXHIBIT "A"	

Return to:
Wilhelm Land Surveying
P.O. Box 1518
Miles City, MT 59301

178225 Fee: \$8.00

Custer County Recorded 9/2/2021 At 10:29 AM
Linda Corbett, Clk & Rcdr By *Rita Wagner*
Return to: Wilhelm Land Surveying P.O. Box 1518
MILES CITY MT 59301

**WAIVER OF RIGHT TO PROTEST FOR CREATION OF A SPECIAL IMPROVEMENT DISTRICT
FOR A SECOND OR EMERGENCY ACCESS**

The undersigned, owners of real property in Miles City, Custer County, Montana, being more particularly described as follows:

Lot 2, Amended Plat of Block 5 Amended, Southgate Meadows Subdivision, Env. 530B,
Document No. 162000, Miles City, Custer County, Montana.

Do hereby waive, for ourselves, successors and assigns, the right to protest the creation of a Special Improvement District for the following improvements:

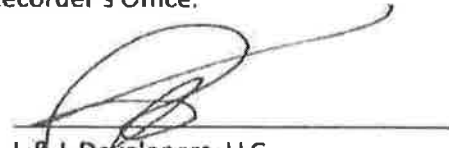
All costs related to engineering, surveying, land, easement, and right-of-way acquisition, materials, construction, and all appurtenant costs necessary to construct a roadway to be used for secondary or emergency ingress and egress from Southgate Meadows Subdivision.

This waiver of the right to protest shall extend for 20 years, beginning on the date the final subdivision plat is filed with the Custer County Clerk and Recorder's Office.

Dated this 2nd day of September, 2021.



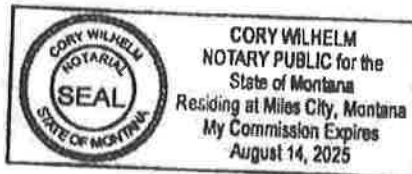
L & L Developers, LLC
Matthew Lothspeich, Manager



L & L Developers, LLC
Roger Lothspeich, Manager

STATE OF MONTANA
COUNTY OF CUSTER

This record was acknowledged before me on this 2nd day of September, 2021, by Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC.





Cory Wilhelm, PLS
Wilhelm Land Surveying, LLC
PO Box 1518
Miles City, MT 59301

June 24, 2021

Re: City View Subdivision Water, Sewer, and Storm Drainage Custer EQ# 21-1068

Dear Consultant:

Plans and specifications for the subject project have been reviewed by personnel of the Public Water Supply Plan Review Section and were found to be satisfactory. Approval of these plans is hereby given; a copy of the plans bearing the approval stamp of the Department is enclosed. Approval is based on the design reports and plans received July 21, 2020 and on additional information and revised plans received January 5, 2021 and May 10, 2021 under the seal of Shannon Hewson, 60226PE. The plans were reviewed in accordance with Department design standards DEQ-1, DEQ-2, and DEQ-8. This project approval includes the following components for the 4-lot City View Subdivision in Custer County:

- Extension of 8-inch water and 8-inch sanitary sewer to serve the proposed subdivision, and,
- Stormwater management improvements consisting of site grading, culverts, and retention ponds with minimum volumes of 8,138 cubic feet (2A), 10,185 cubic feet (2B), 15,353 cubic feet (2D-1), and 2,939 cubic feet (2D-2).

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water system, certification must be submitted to the Department that the system, or portion of the system, constructed, altered, or extended to that date, was completed in substantial accordance with plans and specifications approved by the department and there are no deviations from the design standards of the applicable circulars other than those previously approved by the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department. For a system or any portion of a system designed by a professional engineer, an engineer shall sign and submit the certification letter and "as-built" drawings to the Department. It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Failure to abide by the above conditions is considered a significant violation of the Montana Public Water Supply Laws (PWSL), and the administrative rules promulgated there under. The applicant is responsible for compliance with all other applicable federal, state, local, and tribal law, regulations, and ordinances, including but not limited to, the Montana Water Use Act, Mont. Code Ann. Title 85, Chapter 2.

The applicant is responsible for compliance with all applicable federal, state, local, and tribal law, regulations, and ordinances. Approval in this document is limited solely to the matters therein specifically contained and does not constitute approval, implied or otherwise, for the purposes of any other law, regulation, or ordinance.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to, electrical work, architecture, site grading or water and sewer service connections.

If I can offer any further information or assistance, please feel free to contact me at (406) 247-4455 or mwaite@mt.gov.

Sincerely,

Matthew Waite, PE
Water Quality Division
Billings Regional Office

cc: Owner
City of Miles City
Custer County WSD
County Sanitarian
File



Cory Wilhelm, PLS
Wilhelm Land Surveying, LLC
PO Box 1518
Miles City, MT 59301

June 24, 2021

Re: City View Subdivision

Custer

EQ# 21-1067

Dear Consultant:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36 (101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at:

<http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>

Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

for Kevin Smith, PE, Bureau Chief
Engineering Bureau
Water Quality Division
Department of Environmental Quality

cc: County Sanitarian
County Planning
Owner
File

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Custer County
Miles City, Montana

EQ # 21-1067

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **City View Subdivision**:

A tract of land located in the southeast ¼ of Section 8, Township 7 North,
Range 47 East, PMM, Custer County, Montana

consisting of four (4) lots, have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Title 17, Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the application is made with the understanding that the following conditions shall be met:

THAT the lot as indicated on the plat filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lots 2A, 2B, and 2C shall each be used for one commercial unit, and,

THAT Lot 2D shall be used for ten commercial units, and,

THAT ownership, maintenance, and repair of the onsite storm water management system on Lot 2D shall be the responsibility of the **City View Condominium Owners Association** with responsibilities as described in the recorded Declaration for City View Condominium and in the Bylaws of the City View Condominium Owners Association, Inc., and,

THAT water distribution and wastewater collection will be provided by extension of and service connection to the **Custer County Water and Sewer District Public Water System, PWSID MT0003041**, as shown on the plans approved by the Department on June 24, 2021 under EQ 21-1068, and,

THAT the storm water runoff collection system for the lots shall be as shown on the plans approved by the Department on June 24, 2021 under EQ 21-1068, and,

THAT the owners of Lots 2B and 2C shall share maintenance responsibilities for the stormwater facilities in accordance with the recorded Stormwater Facilities Maintenance Agreement, and,

Page 2 of 2
City View Subdivision
Custer County
EQ # 20-1067

THAT water supply systems, sewage collection and treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

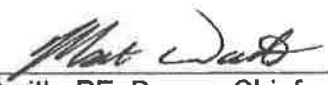
THAT departure from any criteria set forth in the approved plans and specifications and ARM Title 17, Chapter 36, Subchapters 1, 3, and 6 when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 24th day of June 2021.

Chris Dorrington
Director

By: 
FOR Kevin Smith, PE, Bureau Chief
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Name: L&L Developers, LLC

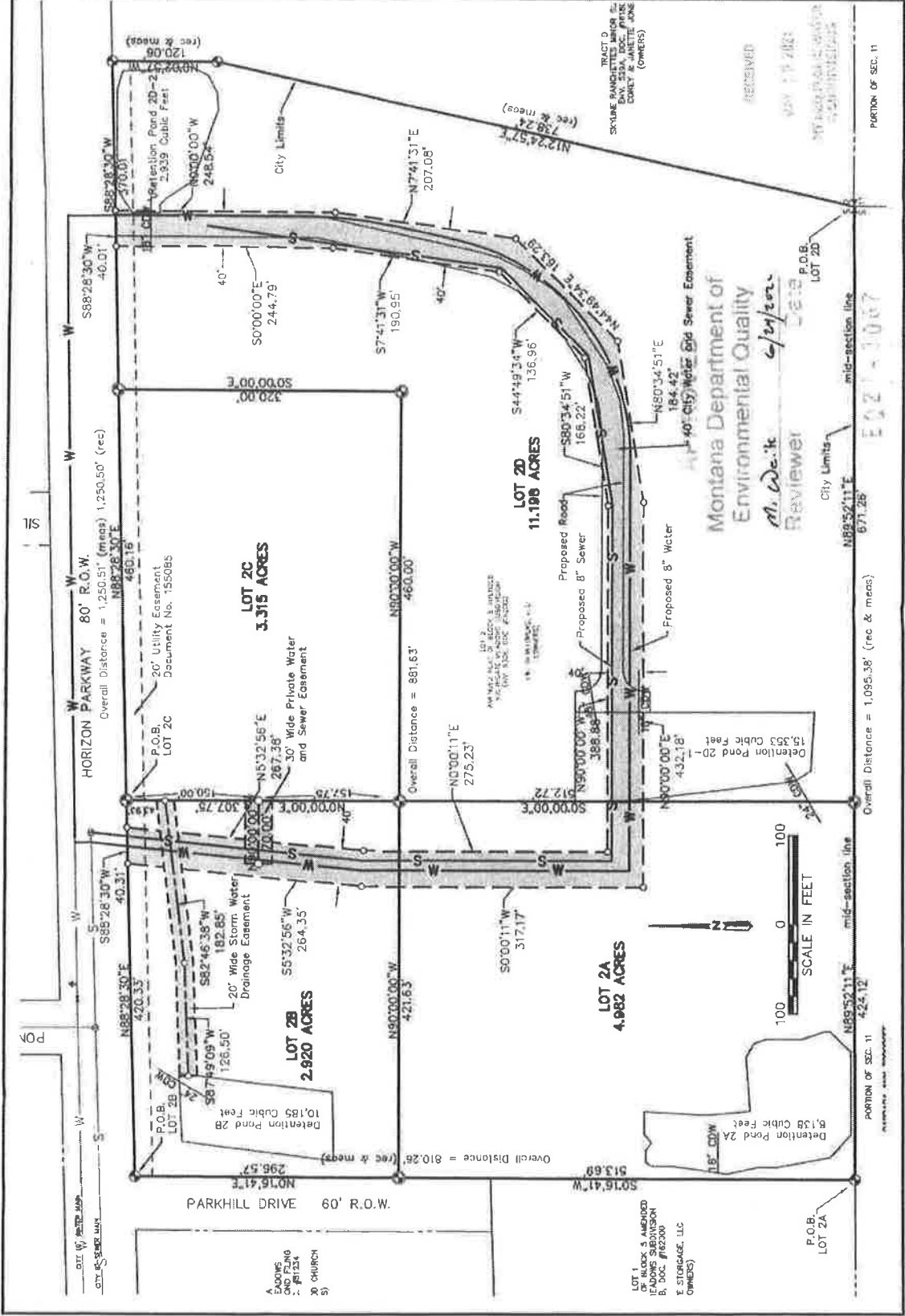


FIGURE #3

DATE: 2/11/2021

PROJECT

FIGURE #3

Please return to:

Wilhelm Land Surveying
PO Box 1518
Miles City MT 59301

MAILBOX FACILITIES MAINTENANCE AGREEMENT

A. WHEREAS, there is a certain shared United States Post Office Cluster Box Facility located in the right-of-way of Parkhill Drive, a City of Miles City Street.

B. WHEREAS the following described real property has the right to use the United States Post Office Cluster Box Facility located in the right-of-way of Parkhill Drive, a City of Miles City Street:

Lot 2A and Lot 2B of City View Subdivision, Amended Plat of Lot 2, Block 5 Amended, Southgate Meadows Subdivision, filed as Document No. _____, filed in Envelope _____, lying in the SW1/4 of Section 2, Township 7 North, Range 47 East, P.M.M., Miles City, Custer County, Montana.

C. WHEREAS, L+L Developers LLC as the owner of Lot 2A, and L+L Developers LLC as the owner of Lot 2B, wish to enter into a maintenance agreement regarding said Mailbox Facilities,

COMES NOW, L+L Developers LLC and L+L Developers LLC (collectively "the Parties"), and hereby enter into this Mailbox Facilities Maintenance Agreement ("Agreement") as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Parties covenant and agree to maintain, repair, and otherwise provide for the efficient operation of the Mailbox Facilities and to share equally in the costs of said maintenance and repair and operation.
3. In the event that the Mailbox Facilities shall be rendered inoperable and not subject to repair, the Parties covenant and agree to replace the Mailbox Facilities, the cost of which shall be shared equally between the Parties.

4. All of the obligations set forth in this Agreement to share equally in the costs of maintenance and repair shall be subject to the right of any party to call for a larger contribution from the other party based upon unauthorized or improper use of the Mailbox Facilities or under any rule of law regarding liability for negligent or willful acts or omissions.

5. All covenants set forth herein shall be perpetual, shall be appurtenant to and run with the land, and shall inure to the benefit of and bind the heirs, successors and assigns of the owners of the above described real property.

6. In the event of non-payment of maintenance fees and assessments, a lien can be placed on the property owner of the delinquent parcel.

7. This agreement is subject to adjustments of assessments to meet changing needs.

8. The modification of this agreement is subject to obtaining approval of the City of Miles City – City Council.

9. Legal action can be used to enforce the terms of this agreement.

10. Should any action be brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable costs and attorney fees as the court shall determine.

DATED this 20 day of January, 2022.

OWNER OF LOT 2A

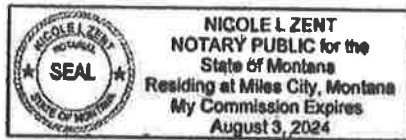
OWNER OF LOT 2B

STATE OF MONTANA)

: ss.

County of Custer)

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lothspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.



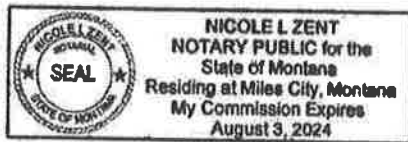
Nicole L. Zent
Printed Name: Nicole L. Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

STATE OF MONTANA)

: ss.

County of Custer)

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lothspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.



Nicole L. Zent
Printed Name: Nicole L. Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

Please return to:

William Land Surveyors
PO Box 1568
Miles City MT 59301

MAILBOX FACILITIES MAINTENANCE AGREEMENT

A. WHEREAS, there is a certain shared United States Post Office Cluster Box Facility located in the right-of-way of Horizon Parkway, a City of Miles City Street.

B. WHEREAS the following described real property has the right to use the United States Post Office Cluster Box Facility located in the right-of-way of Horizon Parkway, a City of Miles City Street:

Lot 2C and Lot 2D of City View Subdivision, Amended Plat of Lot 2, Block 5 Amended, Southgate Meadows Subdivision, filed as Document No. _____, filed in Envelope _____, lying in the SW1/4 of Section 2, Township 7 North, Range 47 East, P.M.M., Miles City, Custer County, Montana.

C. WHEREAS, L+L Developers LLC as the owner of Lot 2C, and L+L Developers LLC as the owner of Lot 2D, wish to enter into a maintenance agreement regarding said Mailbox Facilities,

COMES NOW, L+L Developers LLC and L+L Developers LLC (collectively "the Parties"), and hereby enter into this Mailbox Facilities Maintenance Agreement ("Agreement") as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Parties covenant and agree to maintain, repair, and otherwise provide for the efficient operation of the Mailbox Facilities and to share equally in the costs of said maintenance and repair and operation.

3. In the event that the Mailbox Facilities shall be rendered inoperable and not subject to repair, the Parties covenant and agree to replace the Mailbox Facilities, the cost of which shall be shared equally between the Parties.

4. All of the obligations set forth in this Agreement to share equally in the costs of maintenance and repair shall be subject to the right of any party to call for a larger contribution from the other party based upon unauthorized or improper use of the Mailbox Facilities or under any rule of law regarding liability for negligent or willful acts or omissions.

5. All covenants set forth herein shall be perpetual, shall be appurtenant to and run with the land, and shall inure to the benefit of and bind the heirs, successors and assigns of the owners of the above described real property.

6. In the event of non-payment of maintenance fees and assessments, a lien can be placed on the property owner of the delinquent parcel.

7. This agreement is subject to adjustments of assessments to meet changing needs.

8. The modification of this agreement is subject to obtaining approval of the City of Miles City – City Council.

9. Legal action can be used to enforce the terms of this agreement.

10. Should any action be brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable costs and attorney fees as the court shall determine.

DATED this 20 day of January, 2022.

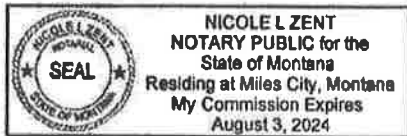
OWNER OF LOT 20

OWNER OF LOT 2B

STATE OF MONTANA)

County of Custer) : ss.

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lothspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

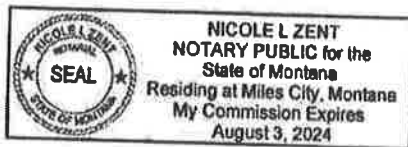


Nicole L Zent
Printed Name: Nicole L Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

STATE OF MONTANA)

County of Custer) : ss.

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lothspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.



Nicole L Zent
Printed Name: Nicole L Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

Please return to:

Wilhelm Land Sarocymg
PO Box 1518
Miles City MT 59301

STORMWATER FACILITIES MAINTENANCE AGREEMENT

A. WHEREAS, there is a certain shared 20' Wide Storm Water Drainage Easement and Detention Pond for conveyance and detention of stormwater ("Stormwater Facilities") located on the following described real property:

Lot 2B of City View Subdivision, Amended Plat of Lot 2, Block 5 Amended, Southgate Meadows Subdivision, filed as Document No. _____, filed in Envelope _____, lying in the SW1/4 of Section 2, Township 7 North, Range 47 East, P.M.M., Miles City, Custer County, Montana.

B. WHEREAS the following described real property has the right to use the Stormwater Facilities located on Lot 2B for conveyance of stormwater from the following described real property:

Lot 2C of City View Subdivision, Amended Plat of Lot 2, Block 5 Amended, Southgate Meadows Subdivision, filed as Document No. _____, filed in Envelope _____, lying in the SW1/4 of Section 2, Township 7 North, Range 47 East, P.M.M., Miles City, Custer County, Montana.

C. WHEREAS, L+L Developers LLC as the owner of Lot 2B, and L+L Developers LLC as the owner of Lot 2C, wish to enter into a maintenance agreement regarding said Stormwater Facilities,

COMES NOW, L+L Developers LLC and L+L Developers LLC (collectively "the Parties"), and hereby enter into this Stormwater Facilities Maintenance Agreement ("Agreement") as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Parties covenant and agree to maintain, repair, and otherwise provide for the efficient operation of the Stormwater Facilities and to share equally in the costs of said maintenance and repair. The Parties also covenant and agree to share equally in all

operating costs for the Stormwater Facilities.

3. In the event that the Stormwater Facilities shall be rendered inoperable and not subject to repair, the Parties covenant and agree to replace the Stormwater Facilities, the cost of which shall be shared equally between the Parties.

4. Each party shall be separately responsible for installing, maintaining, repairing, and replacing any separate stormwater pipes running from their individual stormwater facilities to the shared Stormwater Facilities.

5. All of the obligations set forth in this Agreement to share equally in the costs of maintenance and repair shall be subject to the right of any party to call for a larger contribution from the other party based upon unauthorized or improper use of the Stormwater Facilities or under any rule of law regarding liability for negligent or willful acts or omissions.

6. All covenants set forth herein shall be perpetual, shall be appurtenant to and run with the land, and shall inure to the benefit of and bind the heirs, successors and assigns of the owners of the above described real property.

7. In the event of non-payment of maintenance fees and assessments, a lien can be placed on the property owner of the delinquent parcel.

8. This agreement is subject to adjustments of assessments to meet changing needs.

9. The modification of this agreement is subject to obtaining approval of the City of Miles City – City Council.

10. Legal action can be used to enforce the terms of this agreement.

11. Should any action be brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable costs and attorney fees as the court shall determine.

DATED this 20 day of January, 2022.

OWNER OF LOT 2B



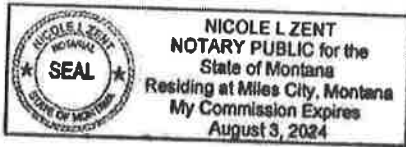
OWNER OF LOT 2C



STATE OF MONTANA)

County of Custer) : ss.

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lothspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

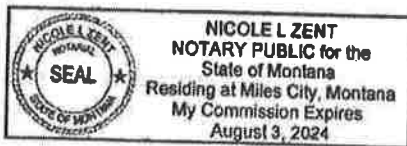


Nicole L Zent
Printed Name: Nicole L Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

STATE OF MONTANA)

County of Custer) : ss.

On this 20 day of January, 2022, before me, a Notary Public in and for said State, personally appeared Matthew Lotspeich, Roger Lothspeich, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.



Nicole L Zent
Printed Name: Nicole L Zent
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My commission expires: August 3, 2024

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

I, L&L Developers LLC hereby certify that the following improvements, required as a condition of approval of City View Subdivision, have been installed in conformance with the City of Miles City's requirements.

List the improvements installed and attach required as-built drawings or evidence in support of improvement completion:

- The slopes have been reseeded to native grasses in the entire subdivision.
- Site grading and storm water infrastructure per the grading plans, with the exception of placement of rock and gravel, and finish work to the stormwater ponds this is in the SIA and associated Diamond J Construction Bid. As-Builts will be performed once the water and sewer infrastructure is in.
- Parkhill Drive – Gravel hammerhead has been constructed.

Signature of Subdivider

Date

Signature of Subdivider

Date

Return after recording to:

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the City Council of the City of Miles City, Montana, Party of the First Part and hereinafter referred to as the City, and L & L Developers, a Limited Liability Company, located at 2323 South Haynes Avenue, Miles City, MT 59301, Party of the Second Part and hereinafter referred to as the Subdivider.

WHEREAS, the Subdivider is the owner and Subdivider of a new subdivision known as City View Subdivision located at 501 Parkhill Drive, Lot 2, Amended Plat of Block 5 Amended, Envelope 530B, Document No. 162000; and

WHEREAS, the City has conditioned its approval of the final plat of City View Subdivision upon the requirements as set forth in the preliminary plat approval of the subdivision, with certain improvements required to be completed, and the required improvements listed in Exhibit A have not been completed at this time; and

WHEREAS, the Subdivider wishes to bond for the completion of the improvements listed in "Exhibit A"; and

WHEREAS, the City of Miles City Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by the highest of three bids for the cost of installation of the improvements obtained by the subdivider; and

WHEREAS, the City of Miles City Council meeting on November 11th, 2021 passed a motion to accept an exception from the Miles City Subdivision Regulations that require three bids and 125% financial security for a subdivision improvement agreement. The exception is to have a single bid and 150% financial security of that bid which is included in Exhibit B; and

WHEREAS, the estimated total cost of construction of said improvements is the sum of \$761,731.32 as evidenced by the single bid that was received, and 150% of the estimated cost of the improvements is \$1,142,596.98, which is the amount of the required financial security.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Subdivider hereby agrees as follows:

1. The Subdivider shall establish a financial security of a letter of credit from Stockman Bank of Miles City, Montana that has been deemed to be acceptable by the City, in the amount of \$1,142,596.98. Said financial security shall have an expiration date of not less than sixty (60) days following the date set for completion of the improvements.
2. The financial security shall guarantee funds in the sum of \$1,142,596.98, 150% of the estimated cost of completing the required improvements listed in Exhibit A.
3. Said required improvements shall be fully completed by _____, 2023.
4. If the Subdivider fails to complete the specified improvements within the required period, the financial security will be payable to the City immediately.
5. Upon completion of the required improvements, the Subdivider shall submit to the City statements certifying that:
 - i. All required improvements are complete.
 - ii. The improvements are in compliance with the minimum standards specified by the City for their construction and that the Subdivider warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
 - iii. The Subdivider knows of no defects in those improvements.
 - iv. These improvements are free and clear of any encumbrances or liens.
 - v. All applicable fees and surcharges have been paid.
6. The Subdivider shall provide for inspection of all required improvements by a registered professional engineer before the Subdivider shall be released from the Subdivision Improvement Agreement.
7. The Subdivider shall submit to the Miles City Community Service and Planning Department copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.
8. If the City determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Subdivider with a list of specific deficiencies and may withhold collateral sufficient to ensure such compliance. If the City determines that the Subdivider will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral in the financial security and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Subdivider.
9. Once the infrastructure is built, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

City of Miles City (Party of the First Part):

(Mayor Signature)
Mayor

Attest: (Clerk Signature)
City Clerk

Subdivider (Party of the Second Part):

(Signature(s) of Subdivider/Owner)

By: Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC
(Printed Name(s) of Subdivider/Owner)

STATE OF MONTANA

COUNTY OF CUSTER

On this _____ day of January, 2022, before me, a Notary Public for the State of Montana, personally appeared Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC, known to me to be the people whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Montana

EXHIBIT "A"

**LIST OF INCOMPLETE IMPROVEMENTS
REQUIRED BY THE CONDITIONS OF APPROVAL**

1. Remaining erosion control, reseeding, and weed treatment.

*Included in Diamond J Construction's Bid (Graveling remaining area outside the slopes including the placement of rock and gravel, and finish work to the stormwater ponds.)

2. Electrical and telecommunication utilities to each lot.

*Included in Treco Bid for Electrical. Telecommunications will be satellite services.

3. All water mains and fire hydrants.

*Included in Diamond J Construction's Bid

4. All sewer mains and related facilities.

*Included in Diamond J Construction's Bid

5. Horizon Parkway Extension: Including widening, construction, curb, gutter, sidewalk, and paving from end of current pavement to and including the approach to Lot 2D.

*Included in Diamond J Construction's Bid

6. Parkhill Drive Extension: Paving of the turnaround.

*Included in Diamond J Construction's Bid

7. Traffic Signs.

*Via email 1/3/2022, the approximate cost for a "No Parking" sign is about \$150.

8. Mail Facilities

*Included in Diamond J Construction's Bid

9. Engineering Costs: Design, Inspection, Certified As-Builts, and Permitting

*Included in Brosz Engineering's Bid

Diamond J Construction Bid = \$682,943.75

Brosz Engineering Bid = \$35,000

Tongue River Electric = \$43,637.57

City Signage Bid = \$150

TOTAL BIDS = \$761,731.32

EXHIBIT "B"
DOCUMENTATION OF RECEIVED BIDS

See the following 6 pages.



PO Box 520
Miles City, MT 59301
406-234-1504

To Whom it May Concern –

Our bid for the City View Subdivision is attached, included in our bid is the original bid items as well as items 3, 4, 5, 6 and 8 of Exhibit A of the Subdivision Improvement Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "John Peila". The signature is fluid and cursive, with a large initial "J" and "P".

John Peila
Managing Member
Diamond J Construcion LLC



Project: City View Substation

Schedule 1 - Site Grading

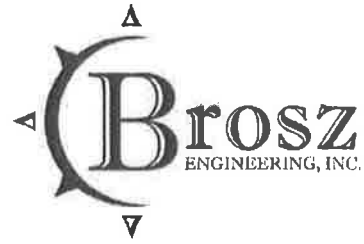
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
1	01020	Mobilization	LSUM	1	0.00
2	01570	Construction Traffic Control	LSUM	1	4,500.00
3	02230	Excavation	CY	168.75	77,750.00
4	02234	4" Minus sub base course (Placing Only - Owner supplied)	CY	2451	9,228.75
	02234	4" Minus sub base course material	CY	2451	49,220.00
	02234	Diagout Encasement	CY	2451	9,228.75
5	02235	3/4" Minus crushed base course	CY	1556	31,509.00
6	02235	8" Minus clean rock	CY	1000	20,250.00
7	02510	Commercial plant mix surfacing	TON	1335	129,161.25
8	02528	Concrete curb & gutter	LF	731	19,188.75
9	02528	Concrete valley gutter	92		828.00
10	02529	Concrete side walk	SY	586	30,098.25
11-17	02725	Storm Drain			32,512.50
18	02905	Temporary Erosion Control	LSUM	1	1,875.00
19	02910	Topsoil (unbit it runs out, north slopes only)	CY	TBD	2,175.00
20	02910	Seeding - TO BE DONE BY OWNER	ACRE	20.6	0.00

Total = \$412,525.25

Schedule 2 - Utility Improvements

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
1	01020	Mobilization	LSUM	1	0.00
2	01570	Construction Traffic Control	LSUM	1	0.00
3	02112	Bituminous surfacing removal	SY	110	150.00
4	02112	Curb & gutter removal	LF	37	150.00
5	02234	4" Minus sub base course (Placing Only - Owner supplied)	CY	110	187.50
6	02235	3/4" Minus crushed base course	CY	37	450.00
7	02510	Commercial plant mix surfacing	TON	41	0.00
8	02528	Concrete curb & gutter	LF	25	655.25
9	02660	10" CS900 PVC water main	LF	15	843.75
10	02660	8" CS900 PVC water main	LF	2546	114,570.00
11	02660	6" CS900 PVC water main	LF	120	4,500.00
12	02660	10"x10"x8" Tee	EA	1	1,125.00
13	02660	8"x8"x6" Tee	EA	3	760.88
14	02660	8" 11.25 Bend	EA	2	750.00
15	02660	8" 90 Bend	EA	2	750.00
16	02660	10" 18" Reducer	EA	1	375.00
17	02660	8" Gate Valve	EA	2	1,500.00
18	02660	6" Fire Hydrant	EA	3	11,150.00
19	02660	Connection to existing main	EA	2	6,000.00
20	02730	8" SDR 35 PVC Sanitary sewer main	LF	1549	64,311.00
21	02730	48" Diameter manhole	EA	6	18,000.00
22	02730	Additional manhole dept	VF	25.9	1,875.00
23	02730	Connection to existing manhole	FA	1	1,875.00
24	02905	Temporary erosion control	LSUM	1	750.00
25		Pest office boxes			8,700.00
26		Pest office box concrete			4,000.00
27		Parbhil Drive Extension	SF	3950	27,650.00

Total = \$270,418.50



**WORK ORDER/PROPOSAL
FOR PROFESSIONAL SERVICES**

OWNER: L&L Developers LLC	BROSZ PROPOSAL #: ---
CONTACT: Matthew Lothspeich	BROSZ PROJECT #: ---
ADDRESS: 2323 S Haynes Ave Miles City, MT 59301-5806	JOB TITLE: Water, Sewer, & Storm Asbuilt
OFFICE:	JOB DESCRIPTION: Inspection & Asbuilt of Water, Sewer, & Storm Ponds for the City View Subdivision
CELL: (406) 951-2560	JOB LOCATION: Miles City, MT
EMAIL: matt@rmcmilescity.com	

BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Project Specific Details

The proposed services are being completed to provide certified asbuilts to the Developer, City of Miles City, and Department of Environmental Quality for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds within the City View Subdivision near Miles City, MT. The property is located at 501 Parkhill Drive in Miles City, MT adjacent to the City Street named Horizon Parkway.

Scope of Services

Construction Engineering and Inspection

Complete onsite inspection during the construction with qualified personnel to assure plans and specifications are adhered to. Complete a preconstruction meeting with Owner, City of Miles City, and Contractor. Coordinate and complete approvals for project submittals, pay requests, and any change requests. Complete all survey required to establish elevation and control at the project location.

Asbuilt Submittals

Complete asbuilt survey, draft asbuilt drawings, and certify the constructed Water Mains, Sanitary Sewer Mains, and Storm Water Ponds meet the approved Design and Standards.

Compensation

Based on an estimated Construction schedule of 3-weeks for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds; the above services will be provided at an estimated cost of **\$35,000**. A Schedule shall be supplied to Engineer from the Owner/Contractor a minimum of 2-weeks prior to beginning Construction. This is not a not-to-exceed price. Any additional services that are requested that are not outlined above will be completed with an addendum to the proposal. This Proposal includes 24 hours of construction staking and asbuilt survey. Our total estimated cost can be reduced if the Owner hires another firm such as Wilhelm Land Surveying to complete the survey work.

This work order/proposal incorporates and includes the attached General Conditions.

ACCEPTANCE & AUTHORITY:

ACCEPTED: L&L Developers LLC
SIGNATURE: _____
PRINTED: _____
TITLE: _____
DATE: _____

ACCEPTED: Brosz Engineering, Inc.
SIGNATURE: _____
PRINTED: Billy Doerr
TITLE: Office Manager
DATE: 09/21/2021

Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.

General Conditions

Total Agreement: This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

Payment Procedures: Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

Termination: The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

Severability: In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



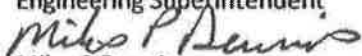
P.O. BOX 138 • ASHLAND, MONTANA 59003 • OFFICE: 1-406-784-2341 • FAX NUMBER: 1-406-784-2279

November 10, 2021
MRP Investments
Mathew Lothspeich

The total cost to build power into lots 2A, 2B and 2C is estimated at \$43,637.57. Lot 2D already has power to this lot. This power will be installed with primary underground cable and cabinets at each lot. The depth will be 44 inches along property boundaries. If you have any other questions, please give me a call.

Thanks

Engineering Superintendent


Miles P Dennis

Stockman Bank

700 Main Street • 800 S Haynes Ave • PO Box 250 • Miles City, Montana 59301-0250
406.234.8420 FAX 406.234.8419

01/27/2022

City of Miles City – Attn: City Planner
PO Box 910
Miles City, MT 59301

To Whom it May Concern,

L&L Developers, LLC (Roger Lothspeich & Matthew Lothspeich) have been approved for a Letter of Credit in the amount of \$1,142,597.00 to meet the bonding requirements set forth by the City of Miles City as identified in the *Subdivision Improvements Agreement* provided to Stockman Bank from the City of Miles City. Issuance of the Letter of Credit on behalf of L&L Developers, LLC to the City will be conditional on the amount requested being approved by the City of Miles City and the borrowers executing Letter of Credit documents with Stockman Bank.

If you have any questions, please telephone me at 406-234-8444 or email me at mitchell.grove@stockmanbank.com.

Sincerely,



Mitchell Grove – Senior Lender, VP
700 Main Street
Miles City, MT 59301
(406)-234-8444
NMLS#151350



Member FDIC

CUSTER COUNTY WEED DISTRICT

NOXIOUS WEED MANAGEMENT PLANNING GUIDE

The Custer County Weed Board requires that there be a 6-year management plan in place with the Custer County Weed District Office before any work begins. This management plan will consist of:

- 1) A letter stating intent of project and the management of this site for 6 years.

Things that should be addressed:

Known weed infestations; what noxious weeds are there
How you will deal with these noxious weeds if present
Special instructions, from the Weed Board
Revegetation Plan
Landscape Plan

- 2) A Revegetation plan: complete form
Custer County Weed Board requires that any significant disturbance be re-seeded with an approved seed mixture.
(Significant disturbance is defined as an area that is equal to or larger than a 50 X 50 square foot area).
- 3) An Environmental Action Checklist: Form provided by Weed District
- 4) Map of Project Area:
Legal Description
Top Soil Pile Locations
Stock Pile Locations

Custer County Weed Board's Special Instructions:

For help, contact the Custer County Weed District at 874-3370.

SIX-YEAR WEED MANAGEMENT COMPLIANCE FORM

NAME OF APPLICANT: L + L Developers, LLC

ADDRESS: 2323 South Hayner Ave, Midway City

STATE: MT ZIP: 59301 PHONE: (HOME) 951-2560 (WORK) _____

Land use: Agriculture Garden Residential/Subdivision
Commercial Pasture Non-Crop Gravel Pit

If you checked agriculture, please list what type: _____

Noxious Weeds present: None

The applicant certifies that the statements appearing herein are to the best of his/her knowledge true and correct, and authorizes the inspection of the project site by the Weed Board or its representative.

[Signature]
APPLICANT

4/16/20
DATE

Matt Lotzspeich
PRINTED NAME

Owner
TITLE

OFFICE USE ONLY

WEED MANAGEMENT PLAN NUMBER: _____

DATE ENTERED INTO: NA TERMINATION DATE NA

MANAGEMENT PLAN: _____ REVEGETAION PLAN: _____ MAP:

ENVIRONMENTAL ACTION CHECKLIST: _____

CUSTER COUNTY WEED BOARD

APPROVAL
 APPROVAL WITH MODIFICATION
 DISAPPROVAL

CUSTER COUNTY WEED DISTRICT
Byron Gauld
AUTHORIZED AGENT

CUSTER COUNTY WEED BOARD

06/14/2021
DATE

MEMBER

DATE

CUSTER COUNTY WEED CONTROL DISTRICT
SUBDIVISION PLAN

Total Number of Acres in Subdivision: 22.414 ACRES
Number of Lots: 4 Sizes of Lots: 4.982, 2.920, 11.198, 3.315
Proposed Starting Date: 4/6/2020
Expected Completion Date: 10/1/2020

Roads

Type of Road: Public Road Extension of Horizon Parkway
Material to be used: Concrete and Asphalt
Where is material being obtained from: Doeden Construction
Revegetation Method: Slopes will be revegetated to existing conditions.

Site Construction

Size of area disturbed: 22.415 ACRES
Landscape Material: Native and Gravel
Where is material being obtained from: Doeden Construction
Revegetation Method: Area will be re-graded and will include new buildings, gravel areas, and landscapes.

It is required for any construction that there be a Revegetation plan submitted to the Custer County Weed District before groundbreaking. It is to be in accordance with the County Noxious Weed Control Act. All disturbed areas must be reseeded with certified weed free seed that meets the specifications that are set by the Rosebud County Weed District. For assistance in selecting the proper seed and quantity, contact your local Natural Resource Conservation Service Office. After inspection of new subdivision or Gravel Pit, the Custer County Weed District may require a bond to be provide for the period of the plan not to exceed \$1000.00 (one thousand dollars) in any one year and \$500.00 (five hundred dollars) for each year following, to cover cost of weed control if the developer defaults.

Obligation for subsequent owners is to be stated in the covenants, to include both private property and road right of way, and to be part of any road maintenance agreement.

The developer is responsible for ensuring noxious weeds are controlled in the subdivision until all lots are sold or responsibility is turned over to the homeowner's association.

CUSTER COUNTY WEED CONTROL DISTRICT
NOXIOUS WEED PLAN

Noxious Weeds Present None

Chemical To Be Used Round-up

Rate Chemical Is To Be Applied As Needed

Acres To Be Treated 22.414

Control Method ATV Sprayer

Soil Type Clay

Ground Water Depth + 8 Feet

Cultivation * N/A

Date Started 4/6/2020

Completion Date 10/1/2020

For chemical rate refer to label of intended use chemical.

* If cultivation is to be used a Revegetation plan must be filed.

Suggested Control Methods

- 4-Wheeler Sprayer Application
- Back Pack Application
- Slide in Sprayer Application
- Aerial Application
- I will be hiring a commercial applicator
- I will be hiring the county weed department

I will be needing to use a back pack, 4-wheeler sprayer or slide-in sprayer from the Weed District, could you please notify me when there will be one available.

ENVIRONMENTAL ACTION CHECKLIST

PLEASE NOTE: Use the back of this form and additional paper as needed to explain how environmental impacts will be mitigated for all questions answered with a "yes" answer.

1. Significant use of the area by important wildlife and fish species.
YES [] NO []

2. Important vegetation communities present, which may be impacted by the proposed project.
YES [] NO []

3. Significant topographic features, terrain, or aesthetic values are present.
YES [] NO []

4. Important surface or ground water resources are present which may be impacted by the proposed project.
YES [] NO []

5. Are fragile soils or soils requiring special consideration present?
YES [] NO []

6. Project area contains areas with unique or special reclamation considerations, i.e., past mining, erosion, saline seep.
YES [] NO []

7. Additional comments: _____

Cory Wilhelm
prepared by

4/6/2020
date

Cory Wilhelm

MAPPING

WHY MAP?

Mapping may be the single most useful part of any noxious weed control plan. You must know "what is out there" if you expect to manage your land successfully. Attach an appropriate map of your property. If you do not, your plan will not be approved until a map is received. Indicate areas of infestation and environmentally sensitive areas, i.e. waterways, plants, trees, or wildlife habitat among others.

WHAT IS A MAP?

A map sufficient to implement an effective noxious weed control program can take many forms. It may be one map of an entire county; drainage, township, ranch, or it may be comprised of many smaller maps showing individual units. It may be an aerial photograph, drawing, topography map, road map, section map, or a property plat. Always remember that a map needs to define the area where you wish to control weeds.

HOW MUCH DETAIL IS REQUIRED?

Detail varies tremendously between maps, but regardless of the type of map you use, there are certain features that should be common to all noxious weed management maps. Your map should show, or you should be able to mark on it, the following items:

- Weed infestation
- Topographic features should be shown such as streams, lakes, hills and vegetation (trees, brush, etc.)
- Buildings, roads and fences
- Power lines, railroads and other right-of-ways
- Property designations
- Plat Maps
- DEQ permit map

RESOLUTION NO. 4454

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT WITH KIMBERLY MEES FOR JANITORIAL SERVICES FOR THE MILES CITY POLICE DEPARTMENT BUILDING.

WHEREAS, the City of Miles City issued its request for proposals (RFP 2021-01) for janitorial services for certain City facilities;

AND WHEREAS Kimberly Mees, of Miles City, Montana, submitted a proposal for janitorial services for the Police Department building pursuant to RFP 2021-01;

AND WHEREAS, the City Council has determined that the proposal of Kimberly Mees for janitorial services for the Police Department building is the proposal most beneficial to the City of Miles City;

AND WHEREAS the City of Miles City and Kimberly Mees have agreed to mutually acceptable terms and conditions for the provision of janitorial services for the Police Department building, a copy of which Janitorial Service Agreement is attached hereto as Exhibit "A", and made a part hereof,

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

1. The Janitorial Service Agreement between the City of Miles City, Montana and Kimberly Mees, 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 Janitorial Service 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 Janitorial Service Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF FEBRUARY, 2022.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

JANITORIAL SERVICE AGREEMENT

THIS AGREEMENT entered into this 8th day of February, 2022 by and between **THE CITY OF MILES CITY**, a political subdivision of the State of Montana, of 17 South Eighth Street, Miles City, Montana 59301, hereinafter referred to as "*the City*" and Kimberly Mees, hereinafter referred to as "*Contractor*";

IT IS HEREBY AGREED between the parties as follows:

1. ***LOCATION AT WHICH SERVICES ARE TO BE PROVIDED.*** Contractor will provide janitorial services, as further specified herein, for the City at the location set forth in Exhibit "A", *Location*, attached hereto and made a part hereof.

2. ***SERVICES TO BE PROVIDED.*** Contractor will provide at such location those janitorial services set forth in Exhibit "B", *Services to Be Provided*, attached hereto and made a part hereof, with the frequency set forth in such Exhibit "B". Services shall be provided by Contractor during those hours or days specified in Exhibit "B" to this Agreement.

Contractor shall perform all services hereunder timely, competently and in full compliance with the schedule attached hereto as Exhibit "B".

3. ***TERM OF AGREEMENT; EARLY TERMINATION ON 30 DAYS NOTICE.***
The term of this agreement shall be for a period commencing on the 8th day of February, 2022, and terminating at midnight on the 30th day of June, 2022. This lease shall automatically renew for four (4) additional one-year terms, unless earlier terminated by written notice of either party. Either party may terminate this agreement by thirty (30) days advanced written notice of termination to the other party.

4. ***COMPENSATION.*** The above services shall be provided by Contractor to the City at the above location for the sum of seven hundred fifty and no/100 dollars (\$750) per month,

payable by the City to Contractor within (30) days after the last day of each month for which service is provided hereunder. If service is provided for only a portion of a month, then such monthly sum shall be prorated by the number of days for which service was provided to the City by Contractor during such month, divided by the number of days for which service is to be provided in each month under Exhibit "B" to this Agreement.

5. ***NO ADDITIONAL COMPENSATION.*** Contractor shall not receive any additional compensation for travel, per diem, subsistence expenses, or any other expenses, all such expenses having been included in the rates set forth in paragraph 4, above.

6. ***PERSONNEL, EQUIPMENT AND SUPPLIES.*** Contractor, at Contractor's expense, shall supply all personnel, equipment and supplies necessary to carry out the scope of work under this Agreement. The City will supply toilet paper, paper towels and waste receptacle bags.

7. ***HAZARDOUS MATERIALS.*** In providing services hereunder, Contractor shall not utilize any supplies or materials that are a Hazardous Material, as defined herein, or that would impose a cleanup obligation on behalf of the City under any federal, state or local law or regulation. Contractor shall not discharge, leak, emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water. As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any substance which is or becomes regulated by any federal, state, or local

governmental authority.

Contractor agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material used or brought upon the location by the Contractor, and the Contractor shall give immediate notice to the City of any violation of the provisions of this Section. Contractor shall defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, liabilities, settlements, damages (including, but not limited to all damages for injury to person and/or property) cleanup expense, and all other costs or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, contamination, release of any such Hazardous Material by Contractor, its agents or employees, which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.

8. SECURITY; DUTY OF CONTRACTOR TO CONTROL ACCESS. The City will provide Contractor a key or keys to access the location at which services are to be provided hereunder. Contractor shall keep such key or keys secure at all times so as to prevent unauthorized access to such location and shall not make copies of, nor permit any other person to make copies of, such keys.

Contractor shall access the location at which services are to be provided only for the purposes of providing such services and only at the times set forth in Exhibit "B" to this Agreement. While accessing such location, Contractor shall not authorize, permit or allow any person other than an employee of Contractor actually providing services under this Agreement to access the location where services are to be provided.

Contractor shall, at the inception of this Agreement, provide to the City a written list of names of the persons who are providing services to the City under this Agreement and shall immediately update such listing in the event that new or different persons are providing services

to the City under this Agreement. No person, other than persons named in the written listing provided by Contractor to the City, shall be allowed by Contractor to access the location while Contractor is providing services under this Agreement.

Unless otherwise instructed by the City, in writing, Contractor shall keep all doors to the location at which services are to be provided locked during periods which services are being provided by Contractor hereunder and shall assure that all doors are locked when leaving the location.

9. *INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR; PROOF OF WORKERS' COMPENSATION COVERAGE OR EXEMPTION CERTIFICATE.* Contractor is an independent contractor under this Agreement and is not the employee or agent of the City. Contractor, its officers, agents and employees, shall not hold themselves out as, nor represent themselves to be, employees or agents of the City. Contractor shall provide Workers' Compensation insurance coverage on all of its employees engaged in providing services under this Agreement, unless specifically exempted by law, and shall pay all payroll taxes, including FICA, Medicare, and unemployment, for its employees providing services hereunder. Contractor, prior to commencing work under this Agreement, shall provide to the City a certificate of insurance from the insurer providing Workers' Compensation insurance to Contractor. If Contractor claims exemption from providing Workers' Compensation insurance under Montana law, Contractor shall provide the City with a copy of its independent contractor exemption certificate issued by the Montana Department of Labor and Industry pursuant to §39-71-417 MCA.

10. *NONDISCRIMINATION.* In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas,

sex, age, marital status, physical or mental disability, or national origin.

11. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the City harmless from all liabilities and claims incurred in performance of the services provided hereunder.

12. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of commercial general liability insurance providing coverage for negligence, errors and omissions of Contractor in such amounts as set forth in Exhibit "C", *Insurance Requirements*, attached hereto and made a part hereof. Contractor shall provide the City with certificates of insurance for such complying insurance coverage at the inception of this Agreement, and thereafter, upon reasonable demand, satisfactory evidence of the existence and continued existence of such insurance coverage. All such policies of insurance shall require at least ten (10) days advanced written notice by the insurer to the City prior to any cancellation, termination or lapse of such insurance coverage.

13. **PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.** This Agreement is personal as to Contractor and may not be assigned by Contractor, or subcontracted in any manner, without the prior written consent of the City.

14. **DEFAULT.** In the event that Contractor fails to timely and competently provide services, within the scope of services set forth in Exhibit "B", or otherwise fails to perform or violates any of the other terms and conditions of this Agreement, the City may give Contractor written notice of such default, detailing the nature of the default, and Contractor shall have fifteen (15) days from the date of such notice to correct the default. If Contractor does not fully correct the default within fifteen (15) days of the date of giving of such notice, the City may, without further notice, terminate this Agreement and it shall have no further force and effect. Notice shall be served upon Contractor by certified mail, return receipt requested, addressed to

Contractor at:

Kimberly Mees
110 N Custer Ave
Miles City, MT 59301

Notice shall be deemed given as of the date of its deposit into the United States Mail. The failure or forbearance of the City to give notice of default shall not constitute a waiver of further defaults by Contractor. Nothing herein shall be construed as limiting the right of the City to terminate this Agreement for cause, without notice of default, in the event of repeated defaults noticed by the City to Contractor.

15. **MODIFICATION.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations and understandings of the parties. This Agreement may be modified only by written instrument executed by all parties.

16. **LITIGATION.** In the event that it becomes necessary for either party to institute legal proceedings to enforce any of the terms of this Agreement, then the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

17. **VENUE.** This Agreement shall be construed under the laws of the State of Montana and any action upon this Agreement shall be venued in Custer County, Montana.

18. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

19. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. The terms of this Agreement may be enforced individually by the member facilities of the Network receiving services under this Agreement.

20. **CAPACITY; PROOF OF GOOD STANDING.** The signators to this Agreement represent and warrant that they have the legal capacity and authority to bind the entities which

are the parties to this Agreement. If Contractor is a corporation or limited liability company, at time of execution of this Agreement Contractor shall provide to City a Certificate of Existence for such entity issued by the Montana Secretary of State. If Contractor is operating under an assumed business name, at time of execution of this Agreement Contractor shall provide to City a Certificate of Fact issued by the Montana Secretary of State evidencing registration of such assumed business name.

EXECUTED this 8th day of February, 2022.

CITY OF MILES CITY, MONTANA

By: _____
Its Mayor

Contractor

By: _____

Title: _____

EXHIBIT "A"

LOCATION

Contractor shall provide the City janitorial services, as specified in Exhibit "B", at the following location(s):

Police Department, 419 N 7th St, Miles City, Montana

Initialed for identification:

City

Contractor

EXHIBIT "B"

SERVICES TO BE PROVIDED AND FREQUENCY

Description of Services:	Frequency:	Day/Time to be Provided:	Other:
Empty trash receptacles	Three times per week	After 5pm on weekdays and no time restrictions on weekends	
Clean & sanitize all restrooms	Three times per week	Same	
Vacuum all carpeted areas	Three times per week	Same	
Clean front entry	Three times per week	Same	
Dust &/or Damp Mop floors	Three times per week	Same	
Clean windows inside	Quarterly	Same	
Dust Blinds	Quarterly	Same	
Clean garbage cans, clean/dust chairs and bottoms of desks.	As needed or yearly	Same	
Washing Walls	Bi-annually	Same	

Initialed for identification:

City

Contractor

**EXHIBIT "C" INSURANCE
REQUIREMENTS**

Contractor shall provide insurance coverage pursuant to Section 3 of the Janitorial Services Contract in the following amounts:

Personal Injury:	\$250,000.00 per person
	\$500,000.00 per occurrence
Property Damage:	\$100,000.00 per occurrence

Initialed for identification:

City

Contractor

Claims

02/03/22
16:01:42

CITY OF MILES CITY
Claim Details
For the Accounting Period: 1/22

Page: 1 of 18
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
135247	85043S	2910 TONGUE RIVER ELECTRIC	655.27					
1	01/24/22	Southgate Lighting	525.00			2450 51 430263	341	101000
2	12/20/21	Garfield 911	130.27		30418	2850 105 420140	341	101000
135248	-99591C	4019 WEX BANK	14,366.67					
1	12/30/21	FUEL	655.94		30380	1000 13 460433	231	101000
3	12/30/21	FUEL	4,637.91		30380	2510 107 430220	231	101000
4	12/30/21	FUEL	1,159.48		30380	2520 108 430220	231	101000
6	12/30/21	FUEL	121.14		29979	5210 22 430530	231	101000
7	12/30/21	FUEL	121.14		29979	5210 80 430540	231	101000
8	12/30/21	FUEL	121.14		29979	5310 33 430640	231	101000
9	12/30/21	FUEL	151.41		29979	5310 32 430690	231	101000
10	12/30/21	FUEL	822.49		30126	1000 7 420460	231	101000
11	12/30/21	FUEL	1,029.35		30126	5510 10 420730	231	101000
12	12/30/21	FUEL	2,941.27		30246	1000 5 420140	231	101000
13	12/30/21	FUEL	103.90		30246	1000 21 440600	231	101000
15	12/30/21	FUEL	799.43		30084	5210 23 430550	231	101000
16	12/30/21	FUEL	799.42		30084	5310 31 430630	231	101000
17	12/30/21	FUEL	817.00		1383	5610 87 430300	231	101000
18	12/30/21	FUEL	85.65*		30502	2394 18 420531	231	101000
135249	85044S	1535 LUCAS & TONN PC	140.00					
1	01/23/22	Westlaw ~ Professional Service	100.00*		022017	1000 4 411100	350	101000
2	01/27/22	Consulting	40.00*		30313	1000 4 411100	350	101000
135250	85045S	2914 TOURISM BUSINESS IMPROVEMENT	6,728.00					
1	01/30/22	TBID ~ Monthly	6,728.00			7370 212500		101000
135251	85038S	394 BOSS INC	7,171.18					
1	436157 01/21/22	Finance	126.42		30310	1000 3 410500	210	101000
2	439955 01/21/22		126.42		30310	5210 25 430510	210	101000
3	440833 01/21/22		126.42		30310	5310 29 430610	210	101000
4	433384 01/21/22		85.98		27424	1000 4 411100	210	101000
5	433386 01/21/22	City Attorney	13.98		27424	1000 4 411100	210	101000
6	420140 01/21/22	Police	14.99		30244	1000 5 420140	210	101000
7	431997 01/21/22	Police	1,169.94		30244	1000 5 420140	950	1 101000
8	437589 01/21/22		310.96		30245	1000 5 420140	210	101000
9	437150 01/21/22		65.99		30245	1000 5 420140	210	101000
10	431997 01/21/22		2,752.00		30244	1000 5 420140	950	1 101000
11	437586 01/21/22		67.99		30249	1000 5 420140	210	101000
12	431997 01/21/22		1,047.00		30244	1000 5 420140	950	1 101000
13	437586 01/21/22		864.89		30249	1000 5 420140	210	101000
14	435998 01/21/22		99.98		30244	1000 5 420140	210	101000
15	424019 01/21/22	Dispatch	40.97		30412	1000 5 420160	210	101000

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16	423097	01/21/22		54.37		30412	1000 5 420160	210	101000
17	424020	01/21/22		107.97		30412	1000 5 420160	210	101000
18	429458	01/21/22		51.92		30412	1000 5 420160	210	101000
19	432300	01/21/22		42.99		30412	1000 5 420160	210	101000
135252	85031S	2830	STAR PRINTING & SUPPLY	334.02					
1	293591	11/29/21	CityMC	5.84*		30050	5310 31 430630	220	101000
4	293721	12/16/21	Noble	95.95		27423	1000 4 411100	210	101000
5	294069	12/20/21	MCFIRE	25.18		30123	1000 7 420460	210	101000
6	294069	12/20/21		16.10*		30123	5510 10 420730	210	101000
7	294069	12/20/21		6.10		30123	1000 7 420460	210	101000
8	294069	12/20/21		3.90*		30123	5510 10 420730	210	101000
10	293850	12/25/21	Library	15.84		30452	2220 16 460100	210	101000
11	294034	12/25/21		122.00		30452	2220 16 460100	320	101000
12	293491	11/29/21	Public Works	9.35		30050	2510 107 430220	210	101000
13	293591	12/08/21		2.94		30050	2510 107 430220	210	101000
14	293591	11/29/21		2.34		30050	2520 108 430220	210	101000
15	293805	12/08/21		0.74		30363	2520 108 430220	210	101000
16	293591	11/29/21		5.85		30050	5210 23 430550	210	101000
17	293591	11/29/21	Engineering	18.21		30050	2394 18 420531	320	101000
18	293805	12/08/21	Flood	3.68		30363	1000 201 431200	210	101000
135253	85039S	572	VERIZON WIRELESS	313.29					
1	9896721942	01/07/22	Custer & Garfield SIMS Car	313.29		30416	2850 105 420140	345	101000
135255	-99597C	1921	MONTANA MUNICIPAL INTERLOCAL	263.55					
1	01/03/22	January	Retiree Premiums	263.55			1000 362022		101000
135256	85046S	498	CENTURY LINK	1,941.84					
1	12/21/21	9-1-1	Phone System	1,941.84		30417	2850 105 420140	345	101000
135259	-99590E	373	MASTERCARD	15,484.47					
1	01/20/22			5.00			1000 3 410500	220	101000
2	01/20/22			162.31			1000 5 420140	220	101000
3	01/20/22			24.85			1000 5 420140	311	101000
4	01/20/22			45.15*			1000 5 420140	320	101000
5	01/20/22			505.55			1000 5 420140	366	101000
6	01/20/22			1,452.05			1000 5 420140	950	101000
7	01/20/22			135.55			1000 5 420160	210	101000
8	01/20/22			160.04			1000 5 420160	345	101000
9	01/20/22			256.68			1000 7 420460	210	101000
10	01/20/22			-216.52			1000 7 420460	220	101000
13	01/20/22			357.55			1000 7 420460	230	101000
14	01/20/22			55.15			1000 7 420460	345	101000
15	01/20/22			270.82			1000 7 420460	364	101000

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16	01/20/22		24.15			1000 7 420460	400	101000
17	01/20/22		122.06			1000 13 460433	220	101000
18	01/20/22		6.91			1000 13 460433	222	101000
19	01/20/22		189.99			1000 13 460433	226	101000
20	01/20/22		40.58			1000 13 460433	230	101000
21	01/20/22		196.76			1000 13 460433	360	101000
22	01/20/22		30.99			1000 21 440600	220	101000
23	01/21/22		7.58			1000 201 431200	311	101000
24	01/20/22		152.47			2220 16 460100	311	101000
25	01/20/22		655.60			2220 16 460100	382	101000
26	01/20/22		7.38			2394 18 420531	311	101000
27	01/20/22		888.95			2510 107 430220	214	101000
28	01/20/22		155.96			2510 107 430220	230	101000
30	01/20/22		1,584.12			2510 107 430220	363	101000
31	01/20/22		222.23			2520 108 430220	214	101000
34	01/20/22		183.03			2520 108 430220	230	101000
36	01/20/22		251.97			2520 108 430220	363	101000
37	01/20/22		17.25*			2985 15 450340	311	101000
38	01/20/22		54.50*			5210 22 430530	210	101000
39	01/20/22		70.67			5210 22 430530	230	101000
40	01/20/22		530.47			5210 22 430530	363	101000
41	01/20/22		3.24			5210 23 430550	210	101000
42	01/20/22		46.98			5210 23 430550	214	101000
43	01/20/22		512.50			5210 23 430550	220	101000
44	01/20/22		99.99			5210 23 430550	226	101000
46	01/20/22		147.67			5210 23 430550	230	101000
47	01/20/22		112.57			5210 23 430550	235	102270
48	01/20/22		360.15			5210 23 430550	363	101000
49	01/20/22		5.00			5210 25 430510	220	101000
50	01/20/22		54.50			5210 80 430540	210	101000
51	01/20/22		66.26			5210 80 430540	230	101000
52	01/20/22		2.43			5210 80 430540	311	101000
53	01/20/22		4.99			5310 29 430610	220	101000
54	01/20/22		3.24			5310 31 430630	210	101000
55	01/20/22		100.00			5310 31 430630	226	101000
56	01/20/22		1,533.96			5310 31 430630	230	101000
57	01/20/22		360.15			5310 31 430630	363	101000
59	01/20/22		22.44			5310 32 430690	210	101000
60	01/20/22		9.99			5310 32 430690	214	101000
61	01/20/22		25.00			5310 32 430690	220	101000
62	01/20/22		202.15			5310 32 430690	230	101000
63	01/20/22		22.45			5310 33 430640	210	101000
64	01/20/22		342.83*			5310 33 430640	226	101000
65	01/20/22		51.26			5310 33 430640	230	101000
66	01/20/22		2.23			5310 33 430640	311	101000

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67	01/20/22		658.09			5310 33 430640	363	101000
68	01/20/22		699.22			5510 10 420730	222	101000
69	01/20/22		14.51			5510 10 420730	230	101000
70	01/20/22		35.25			5510 10 420730	345	101000
73	01/20/22		83.65			5510 10 420730	364	101000
74	01/20/22		61.35			5610 87 430300	210	101000
75	01/20/22		215.77			5610 87 430300	230	101000
76	01/20/22		286.32			5610 87 430300	230	101000
77	01/20/22		499.99			5610 87 430300	330	101000
78	01/20/22		121.25			5610 87 430300	345	101000
79	01/20/22		33.43			5610 87 430300	363	101000
80	01/20/22		75.86			6040 910 430220	220	101000
81	01/20/22		0.00			5310 31 430630	210	101000
82	01/20/22		0.00			5310 31 430630	214	101000
85	01/20/22		0.00			5310 31 430630	230	101000
86	01/20/22		0.00			5310 31 430630	363	101000
87	01/20/22		0.00			5310 32 430690	220	101000
88	01/20/22		0.00			5310 32 430690	226	101000
89	01/20/22		0.00			5310 32 430690	230	101000
90	01/20/22		0.00			5310 32 430690	241	101000
91	01/20/22		0.00			5310 32 430690	370	101000
92	01/20/22		0.00			5310 32 430690	380	101000
93	01/20/22		0.00			5310 33 430640	220	101000
94	01/20/22		0.00			5310 33 430640	222	101000
95	01/20/22		0.00*			5310 33 430640	226	101000
96	01/20/22		0.00			5310 33 430640	230	101000
97	01/20/22		0.00			5310 33 430640	370	101000
98	01/20/22		0.00			5310 33 430640	380	101000
99	01/20/22		0.00			5510 10 420730	214	101000
100	01/20/22		0.00			5510 10 420730	222	101000
101	01/20/22		0.00			5510 10 420730	231	101000
102	01/20/22		0.00			5510 10 420730	241	101000
103	01/20/22		0.00			5510 10 420730	345	101000
104	01/20/22		0.00			5510 10 420730	350	101000
105	01/20/22		0.00			5510 10 420730	364	101000
106	01/20/22		0.00			5510 10 420730	370	101000
107	01/20/22		0.00			5610 87 430300	210	101000
108	01/20/22		0.00			5610 87 430300	220	101000
109	01/20/22		0.00			5610 87 430300	230	101000
110	01/20/22		0.00			5610 87 430300	334	101000
111	01/20/22		0.00			5610 87 430300	345	101000
112	01/20/22		0.00			5610 87 430300	363	101000
113	01/20/22		0.00			6040 910 430220	214	101000

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135260	-99594C	4187 MOFI		1,162.96					
1	01/05/22	Fire Training Center Payment33		528.77			1000 7 490500	654	101000
2	01/05/22			634.19			1000 7 490500	655	101000
135261	85036S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL		148.50					
1	46613	12/14/21 City Hall Rugs		36.50*		30377	1000 8 411230	360	101000
2	46924	12/28/21		43.50*		30377	1000 8 411230	360	101000
5	46255	12/03/21 Shop		20.50		30377	6040 910 430220	360	101000
6	46705	12/17/21 WWTP		15.00		29981	5310 33 430640	360	101000
7	46707	12/22/21 WWTP		19.50		29981	5210 80 430540	360	101000
8	46607	12/14/21 PD		13.50*		30233	1000 5 420140	360	101000
135262	-99589E	1970 MONTANA DAKOTA UTILITIES		59,320.18					
1		GAS/ELECTRIC ~ FD		471.06			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD		911.04			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall		338.51			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall		1,024.86			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks		1,010.09			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks		857.62			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House		100.20			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter		47.46			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter		109.98			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library		484.11			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library		794.51			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165		4,273.72			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee		8,836.60			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167		603.05			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee		1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171		177.64			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172		1,387.54			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202		125.10			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173		36.58			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift		103.48			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant		6,043.37			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant		3,933.36*			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game		36.22			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game		148.61			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game		36.22			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game		148.61			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift		2,029.00			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift		210.24			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance		211.64			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance		409.31			5510 10 420730	344	101000

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42		GAS/ELECTRIC ~ Shop	802.88			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	899.51			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	57.94			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	237.77			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	14.49			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	59.44			2520 108 430220	344	101000
50		Airport Electric	1,270.44			5610 87 430300	341	101000
51		Airport Gas	2,617.88			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	14,640.23			5310 33 430640	341	101000
55		New PD Electric	715.17*			1000 5 420140	341	101000
56		PD Gas	1,693.61*			1000 5 420140	344	101000
57		Splash Pad	30.39			1000 13 460433	341	101000
135263	85047S	872 EASTERN MONTANA IND	325.00					
1	435098	01/31/22 Library Cleaning Contract	325.00		30459	2220 16 460100	360	101000
135264	85048S	700 CUSTER COUNTY WATER & SEWER	19,903.38					
1	01/31/22	CCWSD Water/Sewer Collections	19,903.38			7980 211020		101000
135265	85049S	371 GENERAL DISTRIBUTING CO.	32.55					
1	1083583	01/31/22 O2 on Account # 47473	32.55		30147	5510 10 420730	222	101000
135266	85050S	4186 BUCKY JOHNSON	33.46					
1	01/14/22	Cell Phone Reimbursement	16.73		30087	5210 23 430550	345	101000
2	01/14/22		16.73		30087	5310 31 430630	345	101000
135267	85051S	721 DALES CLEANING SERVICE	700.00					
1	01/26/22	City Hall ~ January Cleaning	700.00*		30393	1000 8 411230	360	101000
135269	85052S	4013 SOLESTONE REIMB SERVICES	3,999.06					
1	12337	01/11/22 December Billing	3,999.06		30134	5510 10 420730	350	101000
135270	85053S	4008 PITNEY BOWES	323.70					
1	3315057373	01/11/22 Postage Quarterly Lease	89.06			1000 3 410500	220	101000
2	3315057373	01/11/22	89.06			5210 25 430510	220	101000
3	3315057373	01/11/22	89.06			5310 29 430610	220	101000
4	1019936433	01/24/22 Postage Tape	18.84			1000 3 410500	220	101000
5	1019936433	01/24/22	18.84			5210 25 430510	220	101000
6	1019936433	01/24/22	18.84			5310 29 430610	220	101000

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135271	85054S	3292 MONTANA AIR CARTAGE	366.86					
1		01/01/22 Partners Program crate deliver	290.40		30454	2880 39 460100	311	101020
2		837995 12/07/21 Delivery Charge	38.23		29991	5210 80 430540	352	101000
3		837995 12/07/21	38.23		29991	5310 33 430640	352	101000
135272	85030S	1721 MID RIVERS TELEPHONE CORP	4,949.79					
1		CITY COURT	144.89		29126	1000 6 410300	345	101000
3		LIBRARY	101.89		30451	2220 16 460100	345	101000
4			108.95		30451	2220 16 460100	347	101000
6		911 EMERGENCY	1,056.93		30410	2850 105 420140	345	101000
7		911 Emergency Line 2	267.48		30411	2850 105 420140	341	101000
8		RSVP	122.64		29913	2985 15 450340	345	101000
9		AIRPORT	57.52		1380	5610 87 430300	345	101000
10			156.95		1380	5610 87 430300	319	101000
11			41.40		1380	5610 87 430300	347	101000
12		MAYOR	79.32		1000	1 410200	345	101000
13		FINANCE	105.58		1000	3 410500	345	101000
14			8.70		1000	3 410500	347	101000
15		ATTORNEY	113.95		1000	4 411100	345	101000
16		POLICE	336.08		1000	5 420140	345	101000
17			57.86		1000	5 420140	347	101000
18		PD/DISPATCH	198.06		1000	5 420160	345	101000
19		FIRE	231.11		1000	7 420460	345	101000
20			50.69		1000	7 420460	347	101000
21		TREASURER	60.81		1000	9 410540	345	101000
22		PARK DEPT	79.61*		1000	13 460433	345	101000
23			26.82		1000	13 460433	347	101000
24		ANIMAL CONTROL	78.26		1000	21 440600	345	101000
25			44.95		1000	21 440600	347	101000
26		PLANNING	45.85		1000	36 411020	345	101000
27		Flood	57.02		1000	201 431200	345	101000
28		BUILDING INSPECTION	83.07		2394	18 420531	345	101000
29		MMD #204	139.99		2510	107 430220	345	101000
30		MMD #205	82.11		2520	108 430220	345	101000
31		WATER PLANT	90.35		5210	22 430530	345	101000
32			22.82		5210	22 430530	347	101000
33		WATER LINES	137.78		5210	23 430550	345	101000
34			11.83		5210	23 430550	347	101000
35		WATER ADMIN	65.40		5210	25 430510	345	101000
36			1.04		5210	25 430510	347	101000
37		WASTE WATER ADMIN	65.39		5310	29 430610	345	101000
38			1.04		5310	29 430610	347	101000
39		SEWER LINES	137.79		5310	31 430630	345	101000
40			11.83		5310	31 430630	347	101000

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41	WWTP		77.39			5310 33 430640	345	101000
42			44.95			5310 33 430640	347	101000
43	AMBULANCE		135.20			5510 10 420730	345	101000
44			24.96			5510 10 420730	347	101000
45	CITY SHOP		110.75			6040 910 430220	345	101000
46			26.92			6040 910 430220	347	101000
47	HISTORICAL PRESERVATION		0.00*			2935 11 460461	345	101000
48			0.03			2935 11 460461	347	101000
49	URBAN RENEWAL		45.34*			2310 11 460462	345	101000
50			0.49			2310 11 460462	347	101000
135273	85055S	316 DATA IMAGING SYSTEMS, INC	10,552.00					
1		Finance General	162.09			1000 3 410500	360	101000
2		Finance & Administration Water	101.44			5210 25 430510	360	101000
3		Finance & Administration Sewer	101.44			5310 29 430610	360	101000
4		Mayor	54.03			1000 1 410200	360	101000
5		Planning & Community Services	54.03			1000 36 411020	360	101000
6		Public Utilities Water	116.71			5210 23 430550	360	101000
7		Public Utilites Sewer	116.71			5310 31 430630	360	101000
8		Public Works Maint 204	76.72			2510 107 430220	360	101000
9		Public Works Maint 205	41.06			2520 108 430220	360	101000
10		Treasurer	54.03			1000 9 410540	360	101000
11		TIF	54.03			2310 11 460462	360	101000
12		Building Inspector	116.71			2394 18 420531	360	101000
13	8954	01/20/22 Security Renewal	283.00			1000 3 410500	360	101000
14	8960	01/21/22 Down Payment on Getacs 4 MDTs	9,220.00			2850 105 420140	940	101000
135276	-99593C	523 CITY SERVICE, INC.	1,226.73					
1		01/01/22 5000 Gallon Truck Principle	967.03*		1337	5610 87 490500	650	101000
2		01/01/22 5000 Gallon Truck Interest	259.70*		1337	5610 87 490500	651	101000
135277	-99595E	4360 ALLEGIANCE BENEFIT PLAN MGMT	85.00					
1		FSA/HSA Admin Fees	4.42			1000 13 460433	143	101000
2			0.26			1000 36 411020	143	101000
3			0.34			1000 201 431200	143	101000
4			6.46			2510 107 430220	143	101000
5			1.79			2520 108 430220	143	101000
6			0.09			2540 109 430220	143	101000
7			3.57			5210 23 430550	143	101000
8			3.49			5310 31 430630	143	101000
9			5.53			5210 22 430530	143	101000
10			2.30			5310 33 430640	143	101000
11			1.45			5310 32 430690	143	101000
12			1.87			6040 910 430220	143	101000
13			0.77			5310 29 430610	143	101000

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14			0.77			5210 25 430510	143	101000
15			16.50			1000 5 420140	143	101000
16			6.21			1000 5 420160	143	101000
17			1.11			1000 21 440600	143	101000
18			9.52			1000 7 420460	143	101000
19			4.68			5510 10 420730	143	101000
20			4.76			2220 16 460100	143	101000
21			2.81			1000 3 410500	143	101000
22			1.45			1000 6 410300	143	101000
23			1.19			1000 4 411100	143	101000
24			2.38			5610 87 430300	143	101000
25			1.19			2985 15 450340	143	101000
26			0.09			2935 11 460461	143	101000
135278	-99596C	523 CITY SERVICE, INC.	12,148.59					
1	0550700	2,908 Gallons Av Gas 100LL	12,148.59*		1381	5610 87 430300	237	101000
135279	-99592C	523 CITY SERVICE, INC.	13,900.89					
1	0550698	3511 Gallons Av Gas 100LL	13,900.89*		1385	5610 87 430300	237	101000
135280	85032S	660 CUSTER COUNTY CLERK & RECORDER	30.90					
1	01/11/22	Boat and Trailer Registration	30.90		30128	1000 7 420460	220	101000
135281	85033S	2865 DEPT OF ENVIRONMENTAL QUALITY	7,676.00					
1	512201067	01/10/22 \$2 Assessment Fee	7,676.00*		27995	5210 25 430510	513	101000
135282	85034S	336 MONTANA STATE UNIVERSITY FSTS	180.00					
1	5357	01/11/22 Flagger Cert Class	144.00		30386	2510 107 430220	380	101000
2	5357	01/11/22	36.00		30386	2520 108 430220	380	101000
135283	85035S	2831 MILES CITY STAR PUBLISHING	593.00					
1	00158422	12/09/21 Air Quality Permit Article	149.50		30129	1000 7 420460	380	101000
2	00158423	12/10/21 Printing Bids	180.00		27994	1000 3 410500	330	101000
3	00158757	12/31/21 Printing Bid Extension	64.00		27994	1000 3 410500	330	101000
4	00158757	12/31/21	64.00		27994	5210 25 430510	330	101000
5	00158757	12/31/21	64.00		27994	5310 29 430610	330	101000
6			71.50		27994	1000 3 410500	330	101000
135284	85037S	999999 MIKE WADE	119.93					
1	01/11/22	Digital Thermometer	49.98		29984	5310 32 430690	230	101000
2	01/11/22	Gloves	69.95		29984	5310 33 430640	220	101000

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135285	85056S	2139 MONTANA SEAL & PACKING	1,005.72					
1	1060863	12/16/21 R84-12SA	1,005.72		29983	5210 80 430540	230	101000
135286	85057S	390 JERRYS REFRIGERATION SERV INC	425.50					
1	117636	12/13/21 Pressure Switch	139.00		29982	5210 22 430530	360	101000
2	117636	12/13/21	139.00		29982	5210 80 430540	360	101000
3	117816	01/03/22 Shop Labor	37.50		29990	5210 22 430530	360	101000
4	118172	01/18/22 Generator	110.00		29990	5310 32 430690	360	101000
135287	85058S	902 ENERGY LABORATORIES INC	2,588.23					
1	440251	12/03/21 Ceriodaphnia FH Minnow, Bacti'	970.23		29980	5210 80 430540	352	101000
2	441885	12/13/21 Shipping, Ammonia, Nitrates, F	1,126.00		29980	5310 33 430640	352	101000
3	447286	01/10/22 Bacti's, Oil & Grease, Fluorid	410.00		29988	5210 80 430540	352	101000
4	449911	01/21/22 Toq's, Bacti's	82.00		29988	5310 33 430640	352	101000
135288	85059S	4180 INTELLICORP RECORDS, INC.	79.60					
1		Background Check	79.60			2394 18 420531	220	101000
135289	85060S	1780 MILES CITY MOTOR SUPPLY	8.98					
1		Balance	35.88		1384	5610 87 430300	363	101000
2	12112021	Credit	-59.89		1384	5610 87 430300	363	101000
3	895666	Battery Charger	32.99		1384	5610 87 430300	363	101000
135290	85061S	2710 SELBYS	435.00					
1	1016519	12/30/21 Plotter Maintenance	72.50		30381	2394 18 420531	350	101000
2	1016519	12/30/21	72.50		30381	1000 36 411020	350	101000
3	1016519	12/30/21	58.00		30381	2510 107 430220	350	101000
4	1016519	12/30/21	14.50		30381	2520 108 430220	350	101000
5	1016519	12/30/21	72.50		30381	1000 201 431200	350	101000
6	1016519	12/30/21	72.50		30381	5210 23 430550	350	101000
7	1016519	12/30/21	72.50		30381	5310 31 430630	350	101000
135291	85062S	636 CRIDCO, LLC	87.00					
1	01/01/22	Water/ 3 Months	87.00		1386	5610 87 430300	220	101000
135292	85063S	2847 STEADMANS ACE HARDWARE	63.92					
1	493714	Paint	27.96		1387	5610 87 430300	230	101000
2	495343	Electrical Parts	35.96		1387	5610 87 430300	230	101000

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135293	85064S	800 DOEDEN CONSTRUCTION	1,267.13					
1	90606	12/08/21 Washed Sand	135.98		30382	2510 107 430233	230	101000
2	90606	12/08/21	34.00		30382	2520 108 430233	230	101000
3	90637	12/27/21 Dry Screen	90.24		30382	2510 107 430233	230	101000
4	90637	12/27/21	22.56		30382	2520 108 430233	230	101000
5	02/02/22	Unpaid Balance	416.54		30397	2510 107 430233	230	101000
6	02/02/22		104.13		30397	2520 108 430233	230	101000
7	90606	12/08/21 Washed Sand	370.94		30397	2510 107 430233	230	101000
8	90640	01/12/22 Dry Screen Sand	92.74		30397	2520 108 430233	230	101000
135294	85065S	1120 C & J ELECTRIC	3,299.16					
1	93221	12/14/21 Bridge/ Main Street	215.52		30383	2440 50 430263	230	101000
2	93253	12/21/21 Balsam	2,220.56*		30383	2430 49 430263	230	101000
3	93253	12/21/21	687.50*		30383	2430 49 430263	230	101000
4	93194	12/10/21 Connors Stadium	88.08		30383	1000 13 460433	350	101000
5	93299	12/28/21 Clock Motor	87.50		30130	1000 7 420460	400	101000
135295	85066S	1361 INTERSTATE ENGINEERING	3,147.50					
1	45914	01/06/22 N 7th Design Eng	401.00		30086	5310 31 430630	357	101000
2	45914	01/06/22	401.00		30086	2510 107 430237	350	101000
3	45915	01/06/22 N 7th Design Eng	1,172.75		30086	5310 31 430630	357	101000
4	45915	01/06/22	1,172.75		30086	2510 107 430237	350	101000
135296	85067S	4340 BILLING DOCUMENT SPECIALISTS	2,295.11					
1	79985	12/31/21 Water Postage	1,147.56		30085	5210 25 430510	311	101000
2	79985	12/31/21	1,147.55		30085	5310 29 430610	311	101000
135297	85068S	1321 HOLMLUND MOBILE LOCK & KEY	1,584.00					
1	094017	01/05/22 Cylinder Rekey & Service	105.00		30247	1000 5 420140	950 1	101000
2	094070	01/18/22 Alarm Lock & Keypad PD	1,479.00		30258	1000 5 420140	950 1	101000
135298	85069S	268 MILES CITY SANITATION INC.	26.00					
1	21142878	01/01/22 Garbage Services @ MCPD	26.00		30250	1000 5 420140	220	101000
135299	85070S	1969 MONTANA LEGISLATIVE COUNCIL	350.00					
1	38191	12/23/21 2021 MCA Full Set	350.00		30251	1000 5 420140	220	101000
135300	85071S	2510 QUAD K SUPPLY	172.48					
1	62276	01/10/22 Commercial Mop Buckets & Mops	124.49		30252	1000 5 420140	220	101000
2	62427	02/01/22 Garbage Can Liners	47.99		30267	1000 5 420140	220	101000

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135301	-99588C	501 CHEM SEARCH	165.50					
1	7638556	01/07/22 Aerosol	66.20		30384	2510 107 430220	363	101000
2	7638556	01/07/22	16.55		30384	2520 108 430220	363	101000
3	7638556	01/07/22	41.38		30384	5210 23 430550	220	101000
4	7638556	01/07/22	41.37		30384	5310 31 430630	230	101000
135302	85072S	291 ECOLAB PEST ELIMINATION DIVISION	107.12					
1	6093774	01/10/22 Rodent Program	107.12		30132	1000 7 420460	220	101000
135303	85073S	4237 MONTANA AIRPORT MANAGEMENT	50.00					
1	202024	Annual Dues GA Airport	50.00		1388	5610 87 430300	330	101000
135304	85074S	1937 MONTANA AERONAUTICS DIVISION	19,875.55					
1	A4137	Principle Due 2022	16,953.00		1309	5610 07 490500	648	101000
2	A4137	Interest Due 2022	1,101.92		1389	5610 87 490500	649	101000
3	A4170	Principle Due 2022	1,500.00		1389	5610 87 490500	635	101000
4	A4170	Interest Due 2022	320.63		1389	5610 87 490500	636	101000
135305	85075S	1896 HAWKINS, INC	791.90					
1	6087467	12/17/21 Sodium Hypochlorite	791.90		29985	5310 33 430640	222	101000
135306	85076S	1120 C & J ELECTRIC	210.64					
1	0058	01/05/22 Replaced Relay	210.64		29986	5310 32 430690	360	101000
135307	-99587C	523 CITY SERVICE, INC.	304.95					
1	W154466	Meter Packing Gland	304.95		1391	5610 87 430300	363	101000
135308	85077S	999999 NATA	297.00					
1	16446	Safety 1st Training 2022	297.00*		1392	5610 87 430300	380	101000
135309	85078S	4346 BILLINGS ALARM COMPANY INC	1,442.00					
1	209122	01/01/22 Monthly Monitoring	42.00		30253	1000 5 420140	220	101000
2	01/11/22	Additional Camera Install PD	1,400.00		30254	1000 5 420140	950	1 101000
135310	85079S	504 Cintas	264.15					
1	5091459777	01/13/22 Refill First Aid Med Kit	264.15		30255	1000 5 420140	220	101000
135311	85080S	4357 MCCONE ELECTRIC CO-OP INC	136.37					
1	11/30/21	Sheep Mountain Tower	136.37		30415	2850 105 420140	341	101000

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135312	85081S	999999 MIKE MURPHY	353.38					
1		Fuel Costs & Meals AR-15 Cours	353.38		30257	1000 5 420140	370	101000
135313	85082S	999999 JARED DEVAULT	8.50					
1		Lunch for Training Glendive	8.50		30256	1000 5 420140	370	101000
135314	85083S	288 MILES CITY AREA CHAMBER OF	126.95					
1	7124026	01/12/22 Newsletter Postage	61.37*		29916	2985 15 450340	311	101000
2	7124033	01/25/22 Postage Surveys	65.58*		29918	2985 15 450340	311	101000
135315	85084S	2580 REYNOLDS WAREHOUSE GROCERY	148.49					
1	031365073	01/14/22 Cleaning Supplies	26.80		30133	1000 7 420460	220	101000
2	031365073	01/14/22	17.14		30133	5510 10 420730	220	101000
3	021633772	01/29/21 Cleaning Supplies	63.78		30144	1000 7 420460	220	101000
4	021633772	01/29/22	40.77		30144	5510 10 420730	220	101000
135316	85085S	999999 MAYNARD BORNER	123.74					
1	20-0936	01/24/22 Ambulance Refund	123.74			5510 342026		101000
135317	85086S	999999 KARA LAMBERT	309.92					
1	21-2021	01/24/22 Ambulance Refund	309.92			5510 342026		101000
135318	-99586C	1407 KLJ ENGINEERING LLC	40,733.61					
1	10163467	AGIS Survey As Built	23,990.36*		1390	5610 87 430300	944	101000
2	10163468	MC AIP-019	3,000.00*		1390	5610 87 430300	944	101000
3	10163469	Construction Phase Services	13,743.25*		1390	5610 87 430300	944	101000
135319	85087S	999999 CENGAGE LEARNING INC/GALE	4,005.00					
1	76698520	01/19/22 12 Month Standing Order Larg	4,005.00		30456	2220 16 460100	382	101000
135320	85132S	1343 C & B OPERATIONS, LLC	2,995.00					
1	8541373	01/14/22 Rotary Tiller	2,995.00		30385	1000 13 460433	214	101000
135321	85089S	771 DEPT OF REVENUE	329.47					
1	PayApp6	01/31/22 1% Gross Receipt Tax Hardy	329.47			1000 5 420140	950	1 101000
135322	85090S	4368 HARDY CONSTRUCTION CO	32,618.01					
1	PayApp	01/31/22 MCPD Remodel	32,618.01		27996	1000 5 420140	950	1 101000

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135323	85091S	999999 TANNER HARBAUGH	81.50					
1	01/20/22	Travel Inspect New Ladder Truc	81.50		30138	1000 7 420460	370	101000
135324	85092S	4216 BIG SKY GUTTERS & DOORS	1,425.00					
1	8445 01/12/22	Garage Door	869.25		30139	1000 7 420460	400	101000
2	8445 01/12/22		555.75		30139	5510 10 420730	400	101000
135325	85093S	2903 TIRE-RAMA	1,785.54					
1	1060018597 01/19/22	2003 Ford Tires	800.16		30136	1000 7 420460	364	101000
2	1060018753 01/27/22	Unit 13	394.15		30392	2510 107 430220	363	101000
3	1060018753 01/27/22		98.54		30392	2520 108 430220	363	101000
4	1060018753 01/27/22		246.35		30392	5210 23 430550	220	101000
5	1060018753 01/27/22		246.34		30392	5310 31 430630	230	101000
135326	85094S	4189 L.N. CURTIS AND SONS	6,540.00					
1	650515 01/12/22	Turnouts	6,540.00*		30135	5510 10 420730	226	101000
135327	85095S	2537 RDO EQUIPMENT CO	1,513.50					
1	P8806112 01/18/22	Unit 45&46	605.40		29500	2510 107 430220	363	101000
2	P8806112 01/18/22		151.35		29500	2520 108 430220	363	101000
3	P8806112 01/18/22		378.38		29500	5210 23 430550	220	101000
4	P8806112 01/18/22		378.37		29500	5310 31 430630	230	101000
135328	85040S	999999 MILES CTIY WATER & SEWER	43.27					
		Treasury Offset correction for account 436K10F0PK						
1	3322500 01/26/22	Water bill Repayment	43.27			5510 10 420730	811	101000
135329	85096S	4038 BOBCAT OF MILES CITY	1,610.25					
1	0158483 01/25/22	Unit 41	1,288.20		30389	2510 107 430220	363	101000
2	0158483 01/25/22		322.05		30389	2520 108 430220	363	101000
135330	85097S	999999 CUSTOM EQUIPMENT LLC	143.18					
1	14134 01/10/22	Unit 17	57.27		30387	2510 107 430220	363	101000
2	14134 01/10/22		14.32		30387	2520 108 430220	363	101000
3	14134 01/10/22		35.80		30387	5210 23 430550	220	101000
4	14134 01/10/22		35.79		30387	5310 31 430630	230	101000
135331	85098S	4161 DESERT MOUNTAIN COPORATION	9,560.54					
1	2189197 01/18/22	Ice Slicer	3,824.22		30374	2510 107 430220	220	101000
2	2189197 01/18/22		956.05		30374	2520 108 430220	220	101000
3	2189196 01/24/22	Ice Slicer	3,824.22		30391	2510 107 430220	220	101000
4	2189196 01/24/22		956.05		30391	2520 108 430220	220	101000

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135332	85099S	2151 Morrison-Maierle System	5,509.29					
1	41693	01/20/22 IT & Phone work at PD	5,068.30		30262	1000 5 420140	950 1	101000
2	000041693	01/20/22 Travel Expenses Work on DVL	190.99*		30420	2850 105 420140	350	101000
3	000041693	01/20/22 Hotel Expenses	250.00*		30420	2850 105 420140	350	101000
135333	85100S	869 EAST MONT COMMUNICATIONS	857.00					
1	29205	01/26/22 Kenwood KMC-72W Speaker Mic	107.00		30264	1000 5 420140	220	101000
2	29201	01/14/22 Adding MCFD TAC Channels	750.00*		30424	1000 5 420160	350	101000
135334	85101S	4308 SDI ARCHITECTS & DESIGN	6,005.00					
1	12/31/21	Achitect Fees for Woolhouse	6,005.00		30263	1000 5 420140	950 1	101000
135335	85102S	999999 ERIK HELLAND	150.00					
1	01/28/22	Refund Water Deposit	150.00			5210 214010		101000
135336	85103S	999999 BRITTANY DINARDI	97.56					
1		Refund Water Deposit	97.56			5210 214010		101000
135337	85104S	999999 KEVIN BAUMANN	21.82					
1	01/28/22	Refund Water Deposit	21.82			5210 214010		101000
135338	85105S	2125 MONTANA RURAL WATER SYSTEMS	350.00					
1	1559	02/14/22 Membership	350.00		30089	5210 23 430550	334	101000
135339	85106S	999999 MARIA BRAUN	59.18					
1	01/28/22	Refund Water Deposit	59.18			5210 214010		101000
135340	85107S	999999 RAYLYNN DANKLEFSEN	85.58					
1	01/28/22	Refund Water Deposit	85.58			5210 214010		101000
135341	85041S	999999 JENNIFER GREY EAGLE	510.28					
1	01/28/22	Meal & Mileage Reimbursement	510.28		30426	2850 105 420140	370	101000
135342	85042S	999999 AMBER DAVIDSON	244.00					
1		Meal Reimbursement	244.00		30425	1000 5 420160	370	101000
135343	85108S	4169 EMERGENCY APPARATUS MAINT., INC.	10,877.65					
1	121283	11/19/21 E-8	1,237.60		30120	1000 7 420460	364	101000
2	121284	11/19/21 E-7	1,378.65		30120	1000 7 420460	364	101000
3	121285	11/19/21 E-9	1,161.04		30120	1000 7 420460	364	101000
4	121329	11/19/21 E-7	4,646.26		30120	1000 7 420460	364	101000
5	131423	11/19/21 E-8	2,454.10		30120	1000 7 420460	364	101000

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135344	85109S	4047 SAFEGUARD BUSINESS SYSTEMS		287.01					
1	034850279	01/28/22 Claims Checks		95.67		30311	1000 3 410500	220	101000
2	034850279	01/28/22		95.67		30311	5210 25 430510	220	101000
3	034850279	01/28/22		95.67		30311	5310 29 430610	220	101000
135345	85110S	4303 PARKER, HEITZ, & COSGROVE, PLLC		180.00					
1	2021-1227	12/31/21 City Vs. Eckart		180.00*		30312	1000 2 410100	350	101000
135346	85111S	999999 BCBS OF MINNESOTA		919.57					
1	16-0084	02/01/22 Ambulance Refund		919.57			5510 342026		101000
135347	-99585C	1407 KLJ ENGINEERING LLC		1,367.62					
1	10164316	01/20/22 GIS Maintenance		1,367.62*		30423	2850 105 420140	350	101000
135348	85112S	4051 DEFIB FUND		225.00					
1	21-001	12/14/21 CPR Training		225.00		30421	2850 105 420140	380	101000
135349	85113S	4181 VOICE PRODUCTIONS SERVICE, INC.		17,160.00					
1	AR103710	12/27/21 Yearly Maintenance Contract		17,160.00*		30422	2850 105 420140	350	101000
135350	85114S	999999 RYAN KETCHUM		100.00					
1	01/25/22	Meals for Billings Training		100.00		30261	1000 5 420140	370	101000
135351	85115S	870 EAST MAIN ANIMAL CLINIC		141.39					
1	8286	11/30/21 Vet Services for Dogs & Cats S		141.39		30229	1000 21 440600	350	101000
135352	85116S	4380 MAKIN ASSURANCE		500.00					
1	0002	Q/A January		500.00		30149	5510 10 420730	380	101000
135353	85117S	4291 LIFE-ASSIST, INC		846.50					
1	1168488	01/17/22 Ambulance Medication		784.10		30148	5510 10 420730	222	101000
2	1168710	01/17/22		62.40		30148	5510 10 420730	222	101000
135355	85118S	999999 DANIEL DECKER		144.50					
1	01/11/22	Travel 01/11-13 2022		144.50		30143	1000 7 420460	370	101000
135356	85119S	1571 MACS FRONTIERLAND		185.23					
1	189757	01/25/22 2018 Ford F550		185.23		30142	5510 10 420730	364	101000

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135357	85120S	4383 FIREFIGHTER INSPIRATION	960.00					
1	12/29/21	Leadership Lab Subscription	960.00		30140	1000 7 420460	380	101000
135359	85121S	790 DPC INDUSTRIES	60.00					
1	DE72000284	12/31/21 Demurrage	50.00		29993	5210 80 430540	222	101000
2	DE72000284	12/31/21	10.00		29993	5310 33 430640	222	101000
135360	85122S	4287 LUBRICATION ENGINEERS, INC	148.75					
1	IN455166	01/17/22 Sample Kit	148.75		29992	5210 80 430540	230	101000
135361	85123S	4218 CUSTER COUNTY TRANSIT	25.00					
1	01312022	02/01/22 Vol Ride Reimbursement	25.00		29920	2985 15 450330	370	101004
135362	85124S	999999 WYOMING LAW ENFORCEMENT ACADEMY	190.00					
1	C-11517	01/25/22 AR-15 Armorers Course	190.00		30266	1000 5 420140	380	101000
135363	85125S	572 VERIZON WIRELESS	569.56					
1	9896721941	01/07/22 MDT Fees	320.08		30268	2850 105 420140	345	101000
2	9896721941	01/07/22 Cell Phone Fees	249.48		30268	1000 5 420140	220	101000
135364	85126S	925 FARMERS ELEVATOR	187.20					
1	IN4168	01/13/22 Diesel Oil	187.20		30394	1000 13 460433	231	101000
135365	85127S	4248 WOMACK MACHINE AND SUPPLY	3,331.00					
1	4508301	01/28/22 Unit 25	1,332.40		30390	2510 107 430220	363	101000
2	4508301	01/28/22	333.10		30390	2520 108 430220	363	101000
3	4508301	01/28/22	832.75		30390	5210 23 430550	220	101000
4	4508301	01/28/22	832.75		30390	5310 31 430630	230	101000
135366	85128S	4211 MJC & MCCA	200.00					
1		Clerk School Spring 2022	200.00		29127	1000 6 410300	334	101000
135367	85129S	4134 FICKLER OIL COMPANY, INC	1,627.00					
1	68952	02/02/22 All Departments	650.80		30551	2510 107 430220	363	101000
2	68952	02/02/22	162.70		30551	2520 108 430220	363	101000
3	68952	02/02/22	406.75		30551	5210 23 430550	220	101000
4	68952	02/02/22	406.75*		30551	5310 31 430630	220	101000
135368	85130S	4171 FERGUSON WATERWORKS #1701	144.42					
1	806317	01/18/22 Grip Rings	144.42		30091	5210 23 430550	220	101000

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135369	85131S	2529 RAILROAD MANAGEMENT CO III, LLC		692.11					
1	450435	11/29/21 7.85" Water Pipeline		692.11		30090	5210 23 430550	532	101000
			# of Claims	115	Total:	385,071.35			
			Total Electronic Claims	160,530.72	Total Non-Electronic Claims	224540.63			