



CITY OF MILES CITY

AGENDA

Regular Council Meeting

December 12, 2023

City Council Chambers

6:00 p.m.

and online at zoom.us (ID- 4062343462 Passcode- 59301)

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - A. Regular City Council Meeting 11/28/2023
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. STAFF REPORTS
5. CITY COUNCIL COMMENTS
6. MAYOR COMMENTS
7. PUBLIC HEARINGS
 - A. **ORDINANCE NO. 1374 – (Second Reading) AN ORDINANCE CHANGING THE ZONING OF LOT 14 AND THE NORTHEASTERLY 30’ OF LOT 15 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY FROM THE RESIDENTIAL A DISTRICT TO THE GENERAL COMMERCIAL DISTRICT, AND PROVIDING FOR A HEARING THEREON.**
 - B. **RESOLUTION NO. 4540 - A RESOLUTION OF INTENT TO TRANSFER OWNERSHIP OF STADIUM BLEACHERS TO CUSTER COUNTY, MONTANA.**
8. UNFINISHED BUSINESS
 - A. **ORDINANCE NO. 1374 – (Second Reading) AN ORDINANCE CHANGING THE ZONING OF LOT 14 AND THE NORTHEASTERLY 30’ OF LOT 15 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY FROM THE RESIDENTIAL A DISTRICT TO THE GENERAL COMMERCIAL DISTRICT, AND PROVIDING FOR A HEARING THEREON.**
9. NEW BUSINESS
 - A. **RESOLUTION NO. 4538 - A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF A BOUNDARY LINE RELOCATION AND AGGREGATION OF LOTS INVOLVING LOTS 14, 15, & 16 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY, IN THE CITY OF MILES CITY,**

MONTANA.

- B. RESOLUTION NO. 4541 - A RESOLUTION TRANSFERRING OWNERSHIP OF THREE SETS OF STADIUM BLEACHERS TO CUSTER COUNTY, MONTANA**
- C. RESOLUTION NO. 4543 - A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE MILES CITY FLOOD PROTECTION PROJECT.**
- D. RESOLUTION NO. 4544 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF CUSTER COUNTY, MONTANA, AND THE MILES CITY UNIFIED SCHOOL DISTRICT, FOR THE FUNDING OF A SCHOOL RESOURCE OFFICER FOR FISCAL YEARS 23-24, 24-25, AND 25/26.**
- E. REVIEW AND REVISE RESOLUTION NO. 4515 – A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2023-2024.**
- F. APPROVE SELECTION OF JGA ARCHITECTS ENGINEERS PLANNERS, PC. AS ARCHITECT FOR THE FIRE DEPARTMENT CONSTRUCTION PROJECT.**
- G. ACCEPT LIST OF ELIGIBLE PROJECTS FOR HOUSE BILL 355 GRANT PROCESS.**
- H. RESOLUTION NO. 4545 - A RESOLUTION APPROVING A TELEHEALTH SERVICES AGREEMENT BETWEEN MILES CITY FIRE AND RESCUE AND AVEL eCARE MEDICAL GROUP P.C.**
- I. RESOLUTION NO. 4546 - A RESOLUTION APPROVING A TELEHEALTH SERVICES AGREEMENT BETWEEN THE MILES CITY POLICE DEPARTMENT AND AVEL eCARE MEDICAL GROUP P.C.**
- J. APPROVE INTERIM FIRE CHIEF WAGE DIFFERENTIAL.**
- K. APPROVAL OF NOVEMBER CLAIMS.**

10. 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 November 28, 2023
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, November 28th, 2023, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Pamela Bovee, Rick Huber, Chris Grenz, Mathew Regan, Donald Simpson, and Dwayne Andrews. Kathy Wilcox was absent.

Also present were City Attorney Dan Rice, Public Utilities Director Tom Speelmon, Public Works Director Scott Gray, Fire Chief Branden Stevens, Interim Fire Chief Ed Kanduch, Police Chief Doug Colombik, Dispatch Director Lyne Anderson, Contract Planner Joel Nelson, and Deputy City Clerk/Minute Recorder Jody Kinsey.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 11/14/2023

****** *Councilperson Simpson moved to approve the minutes of the Regular Council Meeting of November 14th, 2023, subject to any changes, and seconded by Councilperson Regan. The motion passed by unanimous consent, 6-0.*

Finance Committee Minutes: 11/20/2023

****** *Councilperson Bovee moved to approve the minutes of the Finance Committee Meeting of November 20th, 2023, subject to any changes, and seconded by Councilperson Simpson. The motion passed by unanimous consent, 6-0.*

SCHEDULE MEETINGS

None

REQUEST OF CITIZENS & PUBLIC COMMENT

None

COUNCIL INTERVIEWS

Councilperson Andrews ask Mr. Pulecio why he wanted to be a council member. Mr. Pulecio replied he wanted to be more involved.

APPOINTMENTS

****** *Councilperson Regan moved to appoint Eddie Pulecio for the Ward I council seat, and seconded by Councilperson Andrews. The motion passed by unanimous consent, 6-0.*

STAFF REPORTS

Chief Columbik reported that there have been 24 new felony cases since his last report. The departments focus has been on these cases. They are not able to respond as quickly to parking complaints and minor violations because of the felony case load. The new police car that was ordered is here. A detective is driving it until it can be fitted with the equipment to be a patrol car.

Interim Fire Chief Kanduch informed council that calls are up 125 for the year. Engine 9 has gear box and shaft issues. They had a meeting with the school administrative staff, Police Department, Sheriff's Office, and dispatch for active shooter situations. They are working with all of them to put together training. They want to have standardized protocol in place if there are any incidents at any of the schools. With the scares we have had over the past year they want to get any deficiencies worked out. The ESA phase one is complete and they are just waiting on Morrison-Maierle for the report to send to the USDA for the loan process. There is a possibility for a thirty-five percent grant match. The toy dance will be December 9th at 5:30 pm at the event center. Everyone is welcome. Councilperson Grenz asked if grants were received would the money go back to the tax payers to shorten the loan. Interim Chief Kanduch informed he that would be the plan, as long as the building is complete. Once the building is complete any extra money would go back to the taxpayers. Councilperson Huber asked if anything had been decided on the older ladder truck that is in storage. He said he understood that it was the council's decision. He was informed that was correct. He asked if we needed it. Chief Stevens explained that we don't have a use for a ladder truck that doesn't have a working ladder. The option would be to scrap it for what we could get or see if a company would donate to get the ladder fixed. He has spoken with NextEra Energy for possible help with that. If it is fixed and we keep it we would get ISO credit for it. There are several options but the council will have to make the decision. The rest of the truck is in really good shape. When this was presented to council the decision was made to buy a used ladder truck. That is what they did. Councilperson Huber asked if the EPA approved moving the training center. Chief Stevens stated they don't need EPA approval to move it. Councilperson Huber stated that it was funded over a year ago to move it. Chief Stevens corrected him saying there has been no funding to move the training center. Councilperson Grenz asked if the thirty-five percent grant match is on top of the money we already have for the fire station. Mayor Hollowell clarified that it is more of a loan forgiveness of thirty-five percent. Councilperson Grenz questioned that they already went to the voters for the money then they don't need the money. Chief Stevens explained there are many different funding options. Council will be presented with all the funding options for them to decide. John Goff

249 Sunset asked about early payments or paying off the loan early. Chief Stevens explained if someone offered to give the city \$3.9 million dollars we could pay the bond off right now. We don't have to tax the citizens for 20 years. If we get a grant or other sum of money we can stop the taxation on those homes at that time. Mr. Goff asked if the money went into its own account or if it was in the general fund. Chief Stevens assured him there will be a separate account that will be audited. The money can only be used for a fire station and nothing else. He asked if the ladder truck parts could be used on any other existing equipment. It was explained that all the trucks are different brands and so they use different parts. Mr. Goff asked if the private and rural schools were involved in the active shooter drills. Interim Chief Kanduch stated they had already been to Sacred Heart School, Kircher, and Kinsey. They have spoken to the S-Y school but have not been out to the school yet.

911 Director Anderson reported that call volume is up 4.2%. The 4 new dispatchers are exceeding her expectations. Another new dispatcher will be starting December 4th. They will then be fully staffed. 2024 is looking promising. Councilperson Huber questioned if a specific person was still frequently calling with minor complaints. Director Anderson stated that they were still receiving 2-3 calls a day from the individual. Councilperson Huber asked what could be done. Attorney Rice stated There is no criminal violation. Even if there were he didn't see putting him in jail as a solution.

CITY COUNCIL COMMENTS

Councilperson Grenz noticed there are security cameras in city hall. Mayor Hollowell informed him it is primarily to see the hallway as there have been a large number of aggressive people at the water department. Councilperson Grenz questioned if there was a camera at the back door. Mayor Hollowell stated that the back door is locked so the only people who can enter the back door have to know the code to get in. Councilperson Grenz asked what the plan is on the pigeons. Mayor Hollowell said that they are still utilizing the two free options and we don't have anything budgeted to take care of them.

Councilperson Andrews asked the Mayor if in the next 4 years of him being mayor if something can be done about fixing the train tracks on North Montana. Mayor Hollowell informed him that they have new management. Councilperson Grenz spoke about the train crossing at 4th street for pedestrians. He received an email about federal grant funding for railroad crossings. He shared the email with Councilperson Huber.

MAYOR COMMENTS

Mayor Hollowell asked council if they would like to meet on December 26th since it was the day after Christmas. After a short discussion it was decided that there will be no council meeting on December 26th.

COMMITTEE RECOMMENDATIONS

Finance Committee recommends accepting RDP Equipment bid with smart weigh scale option.

BID AWARD

Current Production Model of a 4-Wheel Drive Loader

** *Councilperson Andrews moved to approve the bid, seconded by Councilperson Huber and passed unanimously, 6-0.*

NEW BUSINESS

A. **ORDINANCE NO. 1374 – (First Reading) AN ORDINANCE CHANGING THE ZONING OF LOT 14 AND THE NORTHEASTERLY 30’ OF LOT 15 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY FROM THE RESIDENTIAL A DISTRICT TO THE GENERAL COMMERCIAL DISTRICT, AND PROVIDING FOR A HEARING THEREON.**

** *Councilperson Bovee moved to accept the Ordinance read by title only, and seconded by Councilperson Simpson, and passed 5-1, with Councilperson Huber voting no.*

B. **RESOLUTION NO. 4540 - A RESOLUTION OF INTENT TO TRANSFER OWNERSHIP OF STADIUM BLEACHERS TO CUSTER COUNTY, MONTANA.**

** *Councilperson Huber moved to approve the Resolution read by title only, seconded by Councilperson Bovee and passed unanimously, 6-0.*

John Laney informed everyone that as a gift for the bleachers the Tourism Business Improvement District will give the city \$7,500. The city could use the money to keep the Oasis open for the month of June.

C. **ACCEPT COPS OFFICE FY23 COPS HIRING PROGRAM AWARD NUMBER 15JCOPS-23-GG-05057-UHPX.**

** *Councilperson Andrews moved to accept the award, and seconded by Councilperson Huber, and passed unanimously 6-0.*

Chief Colombik explained that they are asking the school district and the county to contribute for the whole year instead of only nine months. Officer Fenner is able to connect with the kids on a level that the other officers are not able to. It is vital for him to be available to the department to help with the kids, even when school is not in session.

D. RESOLUTION NO. 4542 - A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE SOUTHGATE WATER TANK REHAB PROJECT.

****** *Councilperson Andrews moved to approve the Resolution read by title only, seconded by Councilperson Huber and passed unanimously, 6-0.*

ADJOURNMENT

****** *Councilperson Huber moved to adjourn the meeting, seconded by Councilperson Andrews, and passed unanimously, 6-0.*

The meeting was adjourned at 7:06 p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

Staff Reports

Staff Report for Public Works & Parks Departments

1. Primary focus of current work underway throughout the city and challenges related to it. Pot hole patching, street sweeping, leaf cleanup and sanding. Mechanics are repairing equipment and servicing trucks, police and fire equipment. CJ Electric is installing 95 new LED lights on Main St. This will complete the final stage of LED light at the cost of approximately \$50,000. This is being paid for out of the TIFD District money for improvements. This money was approved by the TIFD Board in July of 2023.

Road Improvements, curbing, ADA's and new sidewalk work is completed for the season.

2. Status of all contracted work underway throughout the city and challenges related to it. 59 North Project in 2024 has been awarded to Diamond J Construction. Tongue River Slough project anticipation date is likely 2024-2025 with preliminary design anticipated being complete spring of 2024.

3. Status of projects in the planning phase. The Tongue River Slough project is with KLJ and in the design and engineering stage. A Capital Improvement Plan is underway by Great West Engineering and a scope of work has been approved by the council.

4. Information about State, County and utilities projects throughout the city. MDU has completed year #2 of its gas line repairs.

5. Budget variations exceeding current budgeted ceilings, including overtime expenditures. No budget variations at this time for the Streets and Parks.

6. Major equipment purchases anticipated in the next 6 months. None

7. Performance improvement measures primarily selected by the officer but including the # of overtime hours paid the last calendar month preceding the date of the report. Our departments goal is to be safe and efficient operators and perform the task that arise. The # of hours for overtime the month of November is approximately 0 for Public Works. The Parks Department and the Oasis, Splash Pad and Frog Pool operations are closed for this year. Total hours for Parks overtime for November was 0 Hours.

Public Utilities Staff Report

For November, 2023

Current work:

Utilities Crew – Performed 36 Locates. Repaired sewer line at 400 Blk of Washington. Performed all weekly and monthly sewer inspections. Replaced 3 curb stops and responded to 12 sewer calls. Repaired fire hydrant at Missouri and Montana. Repaired water break at 7TH and Hubble. Cleaned out the remainder of the lift stations lift stations. Completed 1 water tap for a new service.

Water Treatment Plant – Normal operation and maintenance tasks. Disassembled 3 presed pumps for repair, repaired and reassemble one pump. Waiting on parts for the other two. Completed all plant and water tank winterization tasks.

WWTP – Normal operations and maintenance at the plant and lift stations. Finished cleaning lift stations before winter with the help of the PUDS crew.

Water Office – Normal duties. Almost ready to test application for debugging. Completed walk through for new water and sewer lines to the new DNRC building.

Current Projects:

N 7th Street –Project was awarded to Diamond J Construction for construction summer of 2024.

N. Haynes Sewer – Project complete, will have final inspection and punch list first part of December.

WTP Painting – Contract signed, architect currently working on bid package. Probably go to bid in February 24 for completion summer of 24.

WWTP Generator Replacement –No update at this time. Will work with local businesses to replace the generator ourselves.

Fill Station – Nothing new to report.

Southgate Storage Tank–Task order for this project was approved.

Projects (2-5 yrs) Preliminary Planning Phase:

Darling Addition Phase IV and V – Will take place after the N 7th project if funding available.

North Montana Sewer Line – Working with SEMDC for funding through EDA

Torgue River Force Main – Was part of previous project. Will most likely get split out and become a project on its own in order to reduce the size of the proposed EDA project.

Storage Tank Painting – Riverside Park Storage Tanks will require inspection and painting. No issues with the Carbon Hill Tank.

Soil Stabilization/Erosion repair on east side of Southgate Tank Hill – KLJ is working on ideas for this in conjunction with the South Gate tank painting..

WTP Intake replacement – PER complete. Looking for funding. This will be approximately 5-6 million dollar project.

Major Equipment Purchases Next 6 months:

New loader bid accepted, dealer has ordered.

Overtime:

Puds: 34 hrs. Primarily sewer call outs

Plants: 132.4 Have one vacancy at WTP and I employee out on FMLA

**Staff Report to City Council
Ask/Johnson/Rabe
Amended Plat for Boundary Line Relocation &
Aggregation Exemptions
November 9, 2023**

I. GENERAL INFORMATION

A. City Council meeting: December 12, 2023 at 6:00 pm to consider the amended plat and resolution for approval (in conjunction with zone change public hearing and second reading)

B. Project Proponents:

1. Applicants: Troy Ask and John & Frances Johnson (Lot 14)
Eric & Sandra Rabe (Lots 15 & 16)

2. Landowners: Troy Ask and John E. & Frances A. Johnson
317 Yellowstone Avenue
Miles City, MT 59301

Eric B. & Sandra K. Rabe
307 Yellowstone Avenue
Miles City, MT 59301

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

C. Property and Project Descriptions:

The properties proposed for a boundary line relocation and aggregation of three lots into two lots are located at 315 and 317 Yellowstone Avenue. The properties are currently zoned Residential A (RA) District by the Miles City Zoning Code, and Lot 14A of the proposed amended plat is proposed for a zone change to the General Commercial (GC) District in conjunction with the amended plat.

The tracts involved in the amended plat are currently legally described as Lots 14, 15, & 16 of Block 107 of the original Plat of the Town of Miles City (also known as the ‘Miles City Original Townsite’), located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana. The purpose of this review is to obtain City Council approval of the amended plat that involves a relocation of common boundaries and aggregation of lots between Lot 14, 15, and 16, whereas Troy Ask (contract

purchaser of Lot 14) and John E. & Frances A. Johnson (current owners and contract sellers of Lot 14) will acquire a 30' strip of Lot 15 from Eric B. & Sandra K. Rabe, and the three ±7,000 square foot lots will become two lots: Lot 14A (Ask/Johnson) at 11,140 square feet in size and Lot 16A (Rabe) at 9,823 square feet in size; both of the proposed amended plat entitled "Amended Plat Of Lots 14, 15, & 16, Block 107, Miles City Original Townsite".

The original plat was completed and recorded in approximately 1878, prior to incorporation of the City of Miles City in 1887 and Montana's 1889 statehood. Given the age of the townsite and it being platted before the City's incorporation, there is no existing subdivision approval letter, conditions of approval, or approved land uses from the governing body that could be impacted by the modifications to the plat. The modifications are therefore not subject to any further review under the subdivision regulations or previous approvals, and the survey can be approved by City Council at an appropriate time when zoning compliance will adequately be achieved. Alternatively, if the Zone Change is denied, the amended plat could still be approved; however, the use of Lot 14A would need to be brought into compliance with the zoning regulations for the current RA District, through discontinuance of exterior commercial storage use and any other commercial usage, with the exception of storage within the building(s).

The proposed zone change is the subject of the Zoning Commission's final report and recommendation that is to be reviewed and acted on by the City Council at the same meeting as consideration of the amended plat. The project has also been approved for the exemptions from subdivision review as outlined in Sec. 21-17 of the Miles City Subdivision Regulations. The approved exemptions are found in 76-3-207, MCA as follows:

76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division. (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:

- (d) for five or fewer lots within a platted subdivision, the relocation of common boundaries; and*
- (f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.*

Sec. 21-17 of the Miles City Subdivision Regulations (MCSR) outlines the procedures for obtaining approval of exemptions from subdivision review. The section requires the subdivision administrator to cause the documents to be reviewed by the designated agents of the governing body (e.g., subdivision administrator, city sanitarian, zoning administrator, city attorney). Surveys for exemptions require review by the examining land surveyor (ELS) if required by the subdivision administrator or county clerk and recorder (the Custer County Clerk & Recorder requires ELS review, therefore, the subdivision administrator does as well). The Custer County Examining Land Surveyor Carl R. (Russ) Kluesner issued an ELS approval of the amended plat on October 5, 2023

When the subdivision administrator requested comments on the exclusion from the Sanitation in Subdivisions Act from the City Sanitarian, Mike Rinaldi, he stated the verbiage is correct on the face of the plat; therefore, the sanitation exclusion has been verified as valid.

Dan Rice, City Attorney had no specific comments on the proposed exemptions, but has been informed of each step in the process, and has reviewed and approved the draft resolution to approve the amended plat.

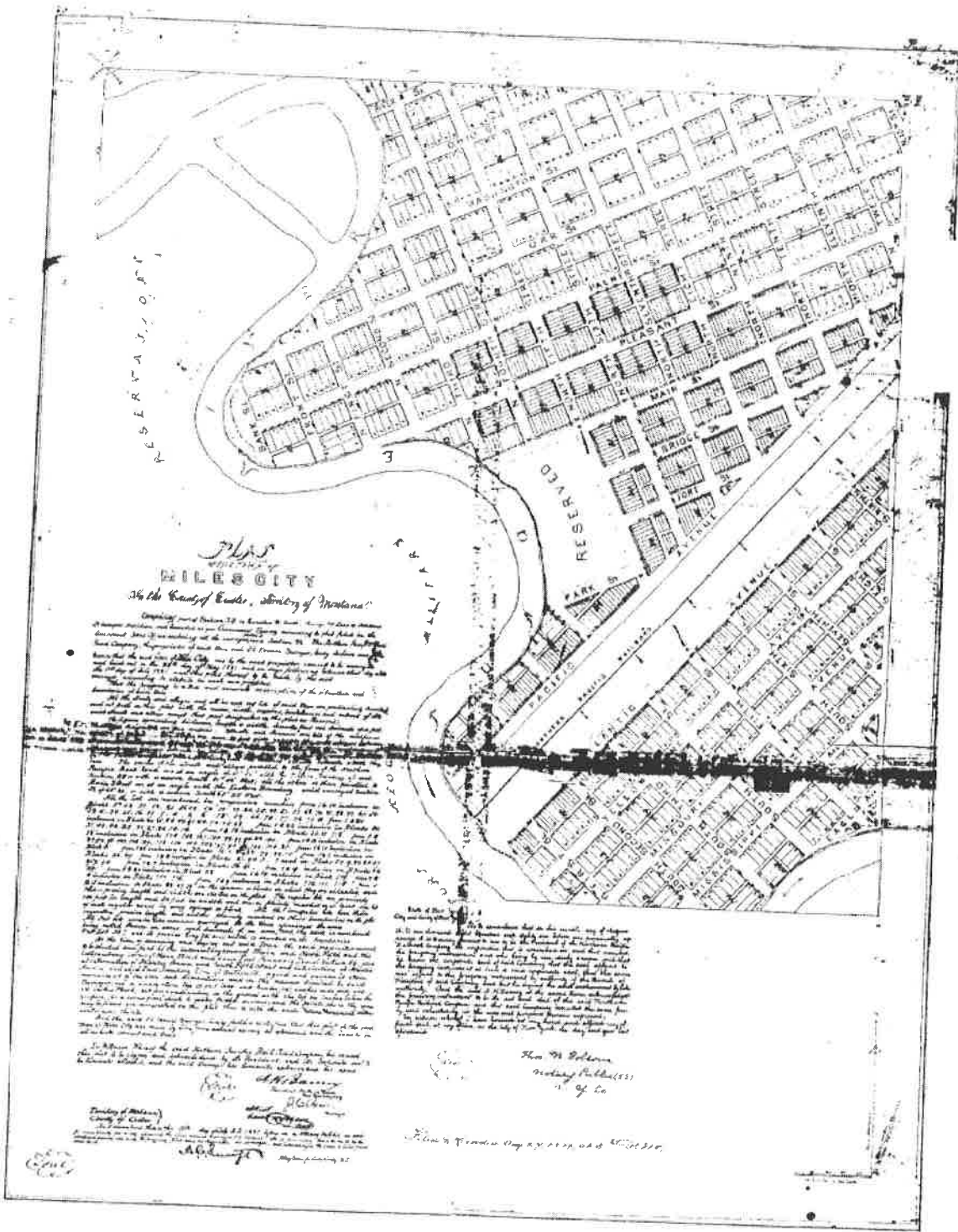
Scott Gray, Zoning Administrator, has been involved through the processes and has worked with the reviewer and applicants/agent regarding the plans for zoning compliance, including the proposed zone change.

After the Zone Change is acted on and if approved by City Council, the last step prior to the landowners being approved to execute and record the attached proposed 'AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE' is to obtain approval of the amended plat by the City Council.

D. Maps:

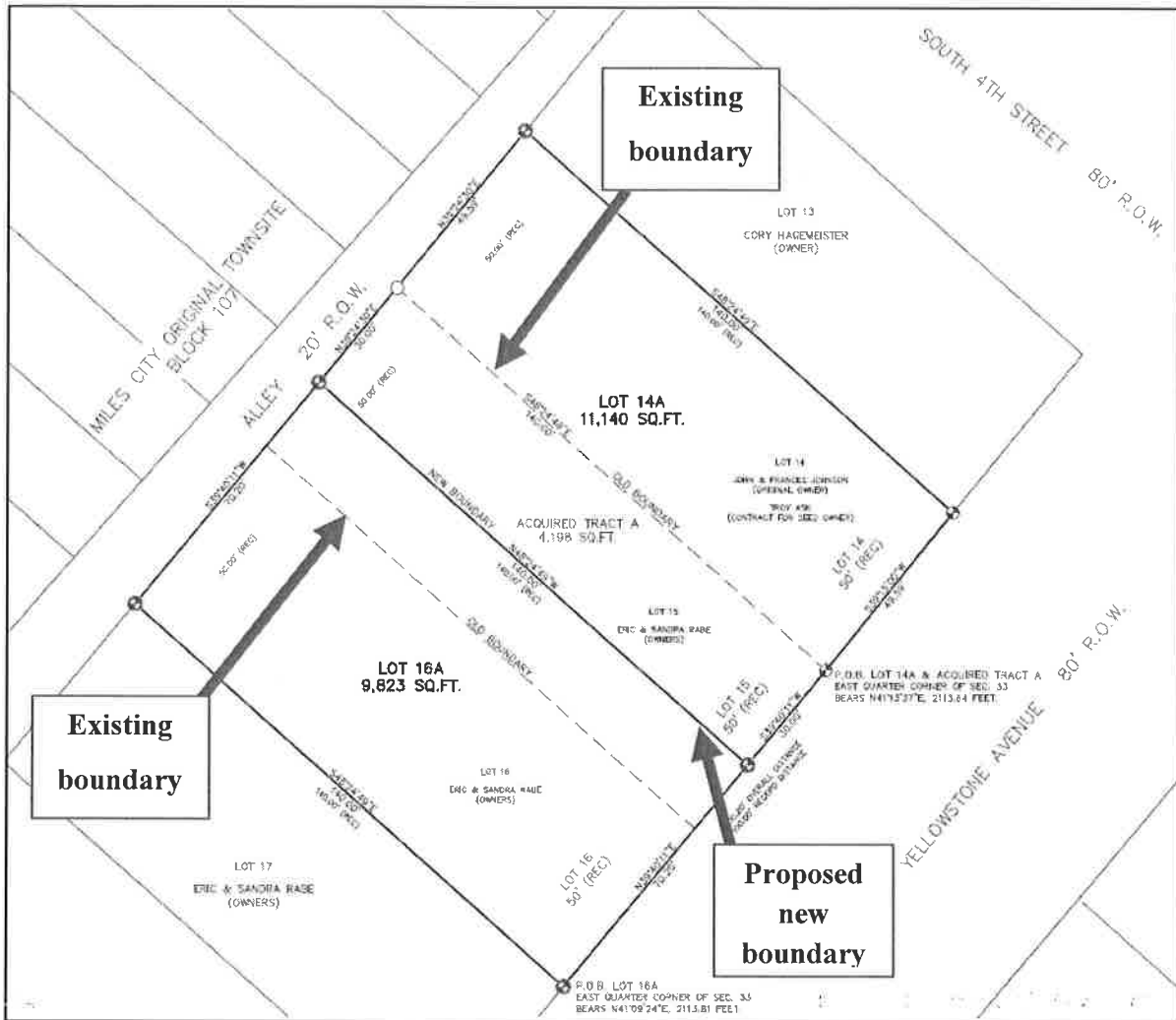
Figure 1 is the original Plat of the Town of Miles City. Figure 2 is an excerpt of the proposed amended plat showing the proposed reconfiguration of lots, with the full version attached to this report as Attachment 4.

Figure 1: Existing 1878 original Plat of the Town of Miles City (also known as the 'Miles City Original Townsite'):



384 A 486
MILES CITY

Figure 2: Excerpt of the draft Amended Plat, showing existing and proposed new boundaries:



E. Attachments:

The following are attached to this report:

1. Attachment 1: Cover letter from the applicants' agent Cory Wilhelm explaining the project, submitted September 6, 2023.
2. Attachment 2: Subdivision Exemption Claim Application, submitted September 6, 2023.
3. Attachment 3: Exemption approval letter dated September 27, 2023, from subdivision administrator Joel Nelson.
4. Attachment 4: Proposed Amended Plat (revised since original September 6 submittal), submitted September 20, 2023 and approved by the Custer County Examining Land Surveyor on October 5, 2023.

5. Attachment 5: Examining Land Surveyor approval of the September 20 Amended Plat, issued by the Custer County Examining Land Surveyor Carl R. (Russ) Kluesner on October 5, 2023.
6. Attachment 6: Draft City Council Resolution No. 4538 to approve the Amended Plat.

II. PROJECT DETAILS AND APPLICABLE REGULATIONS

A. Boundary Line Adjustment Details:

The following table identifies the existing and proposed lot sizes:

Existing Lots	Current Lot Size (square feet)	Proposed Lots	Proposed Lot Size (square feet)
Lot 14 (Ask/Johnson)	7,000	Lot 14A (Ask/Johnson)	11,140
Lot 15 (Rabe)	7,000	n/a (lot eliminated)	n/a
Lot 16 (Rabe)	7,000	Lot 16 (Rabe)	9,823

B. Easements

The existing amended plat depicts the publicly dedicated streets and alley. No additional easements are proposed or expected to become necessary with the proposal.

C. Zoning & Land Use

As stated above, the proposed exemption that is intended to relocate common boundaries may be exempt from subdivision review by 76-3-207(1), MCA, but the proposal is subject to zoning regulations. The following provides an evaluation of zoning compliance.

1. **Current Zoning:** Residential A (RA) District
2. **Proposed Zoning:** Lot 14A is proposed for a zone change to the General Commercial (GC) District, while Lot 16A will remain in the RA District.
3. **Surrounding Zoning:** RA District to the northeast, southeast, and southwest; GC District to the northwest.
4. **Land Uses:** The area currently in proposed Lot 14A is used for storage of commercial construction equipment and other personal property and contains a shop building and

small, old dwelling; the commercial use is proposed to continue and become a permitted use upon approval of the zone change to the GC District. The area currently in proposed Lot 16A is developed with a shop building, which is used as an accessory building for the landowners' adjacent single-family dwelling on Lot 17 of Block 107.

5. **Surrounding Land Uses:** The predominant land uses to the northeast, southeast, and southwest are single-family residential; To the northwest is a health care clinic, across the alley from the site.
6. **Zoning Compliance:** The proposed exemptions are subject to zoning requirements. The proposal includes a zone change request for proposed Lot 14A to change from the RA District to the GC District, the subject of the Zoning Commission's Final Report and recommendation to approve the zone change. The zone change would allow for the commercial use of Lot 14A to be permitted, subject to compliance with various provisions of the zoning regulations, such as implementation of a landscaping plan. Approval of the zone change would actually bring the buildings on the lot into compliance with the setback requirements of the GC District, whereas the current buildings are nonconforming relative to the RA District specifications. The boundary line relocation and aggregation of lots would also bring the shop building on proposed Lot 16A into compliance with the side yard setback, which the building does not currently comply with due to the building being built over the existing internal property line between the landowners' Lots 15 & 16. With the applicants' plans for zoning compliance, the exemptions and amended plat comply with the zoning regulations.

D. Survey Requirements

According to 76-3-207(1), MCA, the proposed exemption is subject to survey requirements. Applicable survey requirements are found in the Administrative Rules of Montana's (ARM's) Uniform Standards for Final Subdivision Plats outlined by [ARM 24.183.1107](#) and the Uniform Standards for Certificates of Survey outlined by [ARM 24.183.1104](#), which are adopted by the City of Miles City by reference under Sec. 21-62 of the MCSR.

The application included a draft amended plat prepared by a licensed professional land surveyor. The subdivision administrator reviewed the draft amended plat for compliance with the Uniform Standards for Final Subdivision Plats and Certificates of Survey, and the plat appears to comply with the Administrative Rules of Montana. Custer County also requires review by the county's Examining Land Surveyor (ELS) to ensure compliance with the Uniform Standards for Final Subdivision Plats and Certificates of Survey. The Custer County ELS has approved the draft amended plat, which occurred on October 5, 2023.

E. Subdivision Regulations

Sec. 21-17 of the MCSR provides for “Divisions and aggregations of land exempt from subdivision review”. Subsection (a) addresses “Exemptions, generally” as follows: “The MSPA provides that certain divisions of land are exempt from local subdivision review and approval, unless the use of the exemption is an attempt to evade the MSPA. The exemptions are found in Part 2 of Title 76, Chapter 3, MCA. Subdivision regulations, must, at a minimum, establish criteria that the governing body or reviewing authority will use to determine whether a proposed methods of disposition, using the exemptions provided in MCA 76-3-201 or 76-3-207, are attempts to evade comprehensive subdivision review.” Subsection (b) outlines the “General procedures” for exemptions. An evaluation of these provisions, along with subdivision administrator findings, are as follows:

- (1) Any person seeking exemption from the requirements of the MSPA shall submit to the subdivision administrator a certificate of survey or, where a survey is not required, an instrument of conveyance and evidence of, and an affidavit affirming entitlement to the claimed exemption.

***Finding 1:** The applicants submitted the appropriate Exemption Claim Application along with the required fees and draft amended plat, to the City and subdivision administrator on September 6 & 7, 2023. The effective submittal date was September 7, 2023.*

- (2) When a certificate of survey, instrument of conveyance, and/or affidavit are submitted, the subdivision administrator shall cause the documents to be reviewed by the designated agents of the governing body (e.g., subdivision administrator, city sanitarian, zoning administrator, city attorney). The agents shall review the proposed use of the exemptions within 30 calendar days of submittal to determine whether it complies with the requirements set forth in this section, the MSPA, and the Montana Sanitation in Subdivisions Act.

***Finding 2:** The subdivision administrator sent the application and draft amended plat to the City Sanitarian, Zoning Administrator, and City Attorney on September 12, 2023. Sanitarian Mike Rinaldi sent his approval of the exclusion cited on the draft amended plat to address compliance with the Montana Sanitation in Subdivisions Act. Zoning compliance for the commercial use on the resulting Ask/Johnson lot is being addressed with a zone change petition. The subdivision administrator has corresponded with Zoning Administrator Scott Gray about other elements of zoning compliance, and it has been determined the boundary line relocation and aggregation of lots otherwise comply with the zoning code. City Attorney Dan Rice has been in correspondence with the subdivision administrator Joel Nelson throughout the review. On September 27, 2023, an exemption approval letter is being issued, subject to Custer County Examining Land Surveyor review*

and approval of the amended plat, and a survey correction to add a signature block for certification of approval for the City Council. The exemption approval letter included a determination that the proposal complies with the requirements set forth in Sec. 21-17 of the MCSR, the MSPA, and the Montana Sanitation in Subdivisions Act, which occurred on Day 20 of the 30 calendar day review period outlined in the MCSR and Day 14 of the 20 working day review period outlined in 76-3-207(4)(c), MCA, per Senate Bill 131.

- (3) If the designated agents find that the proposed use of the exemption complies with the statutes and these criteria, after appropriate review of the survey by the examining land surveyor (if required by the subdivision administrator or county clerk and recorder) and when all appropriate signatures are in place, they shall advise the Custer County Clerk and Recorder to file the certificate of survey or record the instrument of conveyance and accompanying documents. If the agents find the proposed use of the exemption does not comply with the statutes and the criteria in this section, the subdivision administrator shall advise the clerk and recorder to not file or record the documents and return the documents to the landowner.

***Finding 3:** The Custer County Clerk & Recorder requires Examining Land Surveyor review and approval of amended plats to be recorded at that office. The draft amended plat has been submitted to the Custer County Examining Land Surveyor for review and approval. After review and approval of the amended plat by the Examining Land Surveyor, all appropriate signatures will need to be in place, and then upon approval and signature(s) by the City Council, the Clerk & Recorder will be advised that the amended plat and associated documents may be recorded.*

Sec. 21-17(c)(4) of the MCSR addresses circumstances where exemptions are denied, which is not applicable to this proposal, which was approved.

Sec. 21-17(c)(5) of the MCSR encourages an advisory examination of exemptions, which occurred prior to submittal of the applications associated with the exemptions.

- (6) The governing body and its agents, when determining whether an exemption is claimed for the purpose of evading the MSPA, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: the nature of the claimant's business, the prior history of the particular tract in question, the proposed configuration of the tracts if the proposed exempt transaction(s) is completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review. (State ex rel. Dreher v. Fuller, 50 St. Rpt. 454, 1993)

Finding 4: *The designated agents considered all surrounding circumstances, and there appears to be no intent to evade the MSPA.*

- (7) Exempt divisions of land that would result in a pattern of development equivalent to a subdivision may be presumed to be adopted for purposes of evading the MSPA based on the surrounding circumstances in section 21-17(b)(6), above.

Finding 5: *The designated agents did not find any attempt to evade the MSPA, and the proposal would not result in a pattern of development equivalent to a subdivision. This is a minor modification to three lots in an old platted townsite, which will become two lots on the amended plat.*

- (8) All parcels and the use of all parcels created or amended through the use of an exemption shall comply with the zoning regulations. This does not allow the City of Miles City to require lots resulting from exempt divisions to comply with section 21-18, Design and improvement standards, unless the exemption seeks to alter a lot that was subject to the design and improvement standards of the subdivision regulations during subdivision review.

Finding 6: *The applicants have submitted plans for zoning compliance, which has been addressed in part through submittal of a zone change petition for proposed Lot 14A, a working landscaping plan for Lot 14A, and through the subdivision administrator's and Zoning Administrator's review of the plans for other elements of zoning compliance. The applicants' plans will achieve compliance with the zoning code upon City approval and landowner implementation of the plans. The lots are not subject to design and improvement standards of the MCSR because the townsite/subdivision was platted long prior to adoption of Miles City Subdivision Regulations.*

- (9) To exempt divisions and/or remaining parcels of land resulting from the exemptions in MCA 76-3-207 from the survey requirements of MCA 76-3-401, the parcel(s) must be able to be described as a 1/32 or larger aliquot part of a United States Government section.

Finding 7: *The boundary line relocation does not qualify for this potential exemption from survey requirements, and requires an amended plat to be recorded.*

- (10) Subject to the following, a division of land exempt from subdivision review by MCA 76-3-207 (a gift or sale to a member of the immediate family, exemption for agricultural purposes, or relocation of common boundaries) may not be made unless

the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

- a. If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.
- b. The county treasurer may accept the amount of the tax prorated pursuant to the above subsection (10) a as a partial payment of the total tax that is due.

***Finding 8:** The draft amended plat includes the appropriate certification language, which will need to be signed by the County Treasurer's Office prior to recording.*

***Finding 9:** The applicants have followed the procedural requirements of Sec. 21-17(b) of the MCSR by submitting the exemption claim application and draft amended plat for examination by the City of Miles City, which have been determined to comply with applicable requirements.*

Sec. 21-17(c) of the MCSR addresses requirements applicable to specific exemptions, including (3): "Relocation of common boundaries and aggregation of lots". An evaluation of these provisions, along with the subdivision administrator findings, are as follows:

- (a) *Statement of Intent.* The intended purpose of this exemption is to allow a change in the location of one or more boundary line between parcels and to allow transfer of the land without subdivision review.

***Finding 10:** The proposal meets the statement of intent of allowing the relocation of common boundaries and to allow the transfer of land without subdivision review – it would result in the change in the location of an existing boundary between three adjoining lots in a platted townsite/subdivision to become two lots.*

- (b) Certificates of survey, or amended plats for those altering platted subdivisions, claiming one of these exemptions must clearly distinguish between the existing boundary location and the new boundary. This shall be accomplished by showing the existing boundary with a dashed line and the new relocated boundary with a solid line. The appropriate certification set forth in ARM 24.183.1104(1)(f) must be included on the certificate of survey or amended plat.

Finding 11: *The proposal includes a draft amended plat that depicts the old (existing) boundary lines with dashed lines and the new/relocated boundary with a solid line, along with the appropriate certifications set forth in ARM 24.183.1104(1)(f).*

- (c) When presented to the county clerk and recorder for filing, certificates of survey or amended plats showing the relocation of common boundary lines or aggregation of lots must be accompanied by a quit claim or warranty deed or recordable agreement from adjoining property owners for the entire newly described parcel(s) or that portion of the tract(s) being affected.

Finding 12: *The amended plat will need to be accompanied by a deed or recordable agreement for the entire newly described parcels or the portion of the tracts being affected to execute the proposed exemptions as shown on the amended plat.*

- (d) If the relocation of common boundaries would result in the permanent creation of an additional parcel of land, the division of land must be reviewed as a subdivision.

Finding 13: *The relocation of common boundaries would not result in the permanent creation of an additional parcel of land. Therefore it is not necessary that it be reviewed as a subdivision, and is exempt from subdivision review.*

- (e) If a change is made to a platted subdivision which results in a redesign or rearrangement of six or more lots in a platted subdivision, the division of land must be reviewed as a major subdivision.

Finding 14: *The change being made to the existing subdivision results in the redesign or rearrangement of three existing lots to result in two lots. Therefore it is not necessary that it be reviewed as a subdivision, and is exempt from subdivision review.*

- (f) The use of the boundary line exemption will be presumed to have been adopted for the purpose of evading the MSPA if the proposed relocation results in a parcel of less than 160 acres which, prior to the relocation included more than 160 acres.

Finding 15: *The proposal would not alter a 160+ acre tract to result in a tract less than 160 acres in size. Therefore the use of the boundary line exemption does not raise a presumption that the exemption has been adopted for the purpose of evading the MSPA. The proposal utilizes the proper exemptions.*

Subsection 21-14.b.11 of the MCSR, “Amending filed plats”, addresses potential changes to filed subdivision plats. In short, this subsection addresses how such amendments are

processed and certain limitations for changes that might result from amended plats using exemptions and otherwise. An evaluation of these provisions, along with recommended findings, is as follows:

- (a) Changes that will substantially alter the contents of the original approved subdivision application, do not comply with the conditions of preliminary plat approval, or will materially alter any portion of a filed plat (not to include minor boundary adjustments), its land divisions or improvements, that is determined by the subdivision administrator to have the potential to negatively impact one or more of the primary review criteria for subdivisions, or that will modify the approved use of land within the subdivision, must be reviewed and approved by the governing body using the procedure for material amendments described in subsection (8), *Amending approved preliminary plats before Final plat approval*, above.

***Finding 16:** The proposal involves a minor boundary adjustment and aggregation of lots among three involved tracts of record that exist per the Miles City Original Townsite plat, to become two lots. The original plat was completed and recorded in approximately 1878, prior to incorporation of the City of Miles City in 1887 and Montana's 1889 statehood. Given the age of the townsite and it being platted before the City's incorporation, there is no existing subdivision approval letter, conditions of approval, or approved land uses from the governing body that could be impacted by the modifications to the plat. The modifications are therefore not subject to any further review under the subdivision regulations or previous approvals, and the survey can be approved at an appropriate time when zoning compliance will adequately be achieved.*

- (b) Any alteration which increases the number of lots, modifies six or more lots, or abandons or alters a public road right-of-way or park land dedication shall be reviewed and approved by the governing body pursuant to subdivision review procedures or vacation or abandonment laws, as applicable.

***Finding 17:** The proposal would not increase the number of lots, modify six or more lots, or abandon or alter any public road rights-of-way or park land dedications. Therefore the change does not need to be further reviewed or approved by the governing body under the subdivision review procedures, and the City Council may approve and sign the amended plat at a future City Council meeting.*

- (c) An amended plat may be subject to the procedures for reviewing minor or major subdivisions, as appropriate.

Finding 18: *Because the proposal does not constitute a material change to any applicable subdivision approvals and meets the criteria for exemption approval, the amended plat is not subject to any subdivision review procedures.*

- (d) The governing body reserves the right to require a current abstract of title for the impacted properties and may not approve an amended final plat without the written consent of the owners and lienholders of all lots which will be modified by the proposed amendment.

Finding 19: *The designated agents of the governing body found no need to require a current abstract of title for the impacted properties, so no lienholders have been identified.*

- (e) The governing body may not approve an amendment that will place a lot in non-conformance with the design and improvement standards contained in Section 21-18 of these regulations unless the governing body holds a public hearing on the amendment and issues a written variance from the standards pursuant to subsection 21-22(a), Variances.

Finding 20: *The amended plat would not create any non-conformities with the design and improvement standards contained in Section 21-18 of the MCSR. Therefore no public hearing or variance is necessary.*

- (f) The governing body may not approve an amendment that will place a lot in non-conformance with zoning regulations unless the Miles City Board of Adjustment has granted a zoning variance to the applicable standard.

Finding 21: *The amended plat itself complies with the City zoning code, with no variances being required for the boundary line relocations and aggregation of lots. The only applicable zoning issues are regarding the commercial use on Lot 14A and an associated requirement for a landscaping plan, which are being addressed with a zone change petition for that lot, and a landscaping plan (currently under review) in accordance with the zoning code.*

- (g) The final amended plat submitted for approval must comply with the requirements for final subdivision plats under the Uniform Standards for Filing Final Plats (Section 21-62).

Finding 22: *The draft amended plat submitted with the application has been prepared by a licensed professional land surveyor, and will need to be reviewed and approved by the*

county's Examining Land Surveyor. Certification by the governing body that the plat is approved will be required per the Uniform Standards for Final Plats.

III. REVIEWER RECOMMENDATION

The subdivision administrator recommends that the City Council adopt this report as findings of fact, approve the amended plat subject to appropriate signatures on the record set of the plat, and approve and sign the attached Resolution No. 4538. Upon issuance of the City Council approvals, all remaining parties will need to sign the amended plat so that the amended plat may be recorded and the exemption properly executed with the Custer County Clerk & Recorder's Office along with appropriate deeds or other conveyance documents.

Attachment 1



8/24/2023

City of Miles City Planning Department
17 South 8th Street
Miles City, MT 59301

RE: Amended Plat – Boundary Relocation/Aggregation – Ask-Rabe-Johnson

Planning Department,

This proposed Amended Platt is for the addresses 315 Yellowstone, owned by Eric & Sandra Rabe; and 317 Yellowstone Avenue, under contract by Troy Ask through John & Frances Johnson. Troy Ask is interested in purchasing a thirty-foot strip from Eric & Sandra Rabe. We are proposing to accomplish this with an Amended Plat using the Boundary Line Relocation Exemption and the Aggregation Exemption.

Both properties are currently zoned as Residential A, but Troy ask will be using the property as General Commercial. He is including a request for a zoning change by the City of Miles City. We are planning on this zone change to be reviewed at the same time as the Amended Plat submittal.

If the zone change is approved, all the existing buildings will meet the setback, lot coverage, and parking space zoning requirements. If the zone change is denied, the applicant would need to submit a variance request for the 317 Yellowstone Avenue property in order to meet the zoning requirements.

Please find the attached documents and required fees for the review process to begin.

If you have any questions, please let us know.

Thank you,

Cory Wilhelm, PLS, CFedS



SUBDIVISION EXEMPTION CLAIM APPLICATION

Miles City Community Services & Planning
17 South 8th Street, PO Box 910
Miles City, MT 59301

Date Received: _____
(for official use only)

Attach a check payable to the City of Miles City for \$200.00 and submit the application materials (Original, plus 2 copies) to the City of Miles City Community Services and Planning Department, 17 S. 8th Street, Miles City, MT, 59301.

1. Property owner(s): (If more than 2, please attach additional sheets)

a. Name: Troy Ask and John & Frances Johnson Occupation: Self Employed
Address: 317 Yellowstone Avenue Phone: 406-852-4839
City, State, Zip: Miles City, MT 59301 Email: troyask10@gmail.com

b. Name: Eric & Sandra Rabe Occupation: Retired
Address: 315 Yellowstone Avenue Phone: 406-853-4041
City, State, Zip: Miles City, MT 59301 Email: N/A

2. Surveyor/Representative:

Name: Cory Wilhelm Firm: Wilhelm Land Surveying
Address: Physical: 713 Pleasant Street Mailing: PO Box 1518 Phone: 406-234-3924
City, State, Zip: Miles City, MT 59301 Email: wilhelmlandsurveying@outlook.com

3. Parcel Description(s) of Existing Tract(s): (If more than 2, please attach additional sheets)

a. Address: 317 Yellowstone Avenue

Tax ID Number: RMS3082 Geocode: 14-1740-33-4-17-05-0000

Section: 33 Township: 8N Range: 47E

Other legal description: _____

Zoning District: Residential A Minimum Lot Size: 11,140 square feet

How and when was the parcel was created (example: Subdivision: X Addition, 10/3/92):
Miles City Original Townsite, Envelope 384A, Filed in the year 1881

b. Address: 315 Yellowstone Avenue

Tax ID Number: RMS2867 Geocode: 14-1740-33-4-17-04-0000

Section: 33 Township: 8N Range: 47E

Other legal description: _____

Zoning District: Residential A Minimum Lot Size: 9,823 square feet

How and when the existing parcel was created (example: Subdivision: X Addition, 10/3/92):
Miles City Original Townsite, Envelope 384A, Filed in the year 1881

4. Proposed Exemption(s):

This application is used for proposals to relocate common boundaries between adjoining properties, and/or the aggregation of lots, or miscellaneous exemptions (MCA 76-3-. Please indicate which exemptions apply to this proposal by checking the appropriate box(es):

- A division made outside of platted subdivisions for the purpose of relocating common boundary line(s) between adjoining properties. [76-3-207(1)(a), MCA]
- For five or fewer lots within a platted subdivision, the relocation of common boundaries. [76-3-207(1)(d), MCA]
- A division made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(e), MCA]
- Aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(f), MCA]
- A division of land that is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter [76-3-201(1)(h), MCA]
- Other (please describe) _____

a. Reasons/justification for use of the exemption:
The Rabe's do not use the land on the northeast side of their shop and Troy Ask would like to buy it.

b. Intentions for uses of the property (List or discuss the property owners' intentions for the use of each resulting parcel. For example, will the parcel(s) be used for agriculture, commercial, residences, etc.):

315 Yellowstone Avenue will remain residential and meets the existing zoning regulations.

317 Yellowstone Avenue is requesting a zoning change to General Commercial at the same time of the exemption review submittal.

c. Intentions for disposition (For example, is the intent to correct a building or fence encroachment, to bring the property into compliance with zoning requirements, to prepare tracts for sale, etc.):

To transfer land that the current landowner owns and that the neighbor would like to do. By doing this, it also fixes zoning setbacks on the 317 Yellowstone Avenue property with a zone change.

5. Required attachments:

Submit the original, signed application, along with two additional copies of the completed application and the information listed below.

- a. Copies of recorded deeds documenting present ownership of affected parcels.
- b. Copies of all deeds, contracts, restrictions, and covenants related to this property recorded or entered into within the past year.
- c. Site plan (or draft certificate of survey or subdivision/amended plat) showing the approximate gross and net lot sizes (in acreage or square feet), proposed property lines, and all existing and proposed structures. The site plan should also identify property line setbacks, parking spaces, and any other information necessary to demonstrate compliance with the zoning code.
- d. Documentation of approved variances from zoning requirements related to the affected parcels.
- e. Copies of existing and proposed deed restrictions or covenants, if any.
- f. All documentation in support of the sanitation exemption(s), if applicable.
- g. Copies of any existing permits for the development on the property (building permits, floodplain permits, etc.), as applicable.

6. Acknowledgments:

I/We, the undersigned landowner(s) and exemption claimant(s) understand that the State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the Montana Subdivision and Platting Act or local subdivision regulations.

I/We affirm that this exemption claim is not an attempt to evade the Montana Subdivision and Platting Act or the Miles City Subdivision Regulations.

I/We recognize that I/We may be subject to penalties if my actions are deemed to be an effort to evade subdivision review, as set forth in Montana law:

- 76-3-301(3), MCA: If transfers not in accordance with the Montana Subdivision and Platting Act are made, the City Attorney shall commence action to enjoin further sales or transfers and complete compliance with all provision of the Montana Subdivision and Platting Act. The cost of such action shall be imposed against the party not prevailing.
- Violations: Any person who violates any provision of the Montana Subdivision and Platting Act or any local regulations adopted pursuant thereto shall be guilty of a misdemeanor and punishable by a fine of not less than \$100 or more than \$500 or by imprisonment in a county jail for not more than 3 months or by both fine and imprisonment. Each sale, lease, or transfer of each separate parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto shall be deemed a separate and distinct offense.
- I/We also recognize that making false statements on this form could subject me to criminal prosecution for False Swearing (per MCA 45-7-202) and Perjury (per MCA 45-7-201).
- I/We also recognize that per 45-7-203(1), MCA (Unsworn falsification to authorities), A person commits an offense under 45-7-203 if, with the purpose to mislead a public servant in performing an official function, the person:
 - (a) makes any written false statement that the person does not believe to be true;
 - (b) purposely creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements from being misleading;
 - (c) submits or invites reliance on any writing that the person knows to be forged, altered, or otherwise lacking in authenticity; or
 - (d) submits or invites reliance on any sample, specimen, map, boundary mark, or other object that the person knows to be false.

7. Signatures:

I/We, as Claimant(s), has/have read the foregoing Exemption Claim Application, and affirm that my/our statements and information are true and correct to the best of my/our knowledge.

John E. Johnson / January A. Johnson Date: 8/30/23
Property owner's/Claimant's signature

EB Role / Sandra K. Rabe Date: 9/6/2023
Property owner's/Claimant's signature



CITY OF MILES CITY
PLANNING & COMMUNITY SERVICES

17 S. 8th Street, PO Box 910
Miles City, MT 59301-0910

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

September 27, 2023

Eric B. & Sandra K. Rabe
315 Yellowstone Ave.
Miles City, MT 59301

Troy Ask and John E. & Frances A. Johnson
317 Yellowstone Ave.
Miles City, MT 59301

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

RE: Approval of the Exemption Claim Application for the boundary line relocation and aggregation of lots involving the proposed amended plat entitled ‘AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE’

Dear Mr. & Mrs. Rabe, Mr. & Mrs. Johnson, Mr. Ask, and Mr. Wilhelm:

The Exemption Claim Application and supporting material for the above claimants have been reviewed. The exemption involves a boundary line relocation and aggregation of lots involving Lots 14, 15, & 16, Block 107, Miles City Original Townsite, located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana.

The application indicates the intent to utilize the following exemptions from subdivision review:

76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division.

(1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:

- (d) for five or fewer lots within a platted subdivision, the relocation of common boundaries; and*
- (f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.*

Based on the City's designated agents' review of the proposal, the exemption from subdivision review is approved, subject to Custer County Examining Land Surveyor review and approval of the amended plat.

The Custer County Examining Land Surveyor (ELS) has been provided the draft amended plat for review. After ELS approval, to complete the amended plat process will then require City Council approval of the proposed amended plat and proper execution and recordation of the applicable documents. This approval of the exemption is based on the attached findings.

Because a Zone Change Petition is under review and the amended plat requires the zone change to be approved for zoning compliance, the proposed zone change will be scheduled for Zoning Commission review followed by City Council reviews. The City Council's amended plat review and potential signatures will be scheduled in conjunction with the final Council meeting for the zone change. You will be notified of each public hearing and meeting through the various steps in the processes.

Please do not hesitate to contact me with any questions or concerns regarding this letter or the remaining steps in the process.

Sincerely,



Joel Nelson
Contract Planner, Subdivision Administrator
Geoplant LLC
joel@geoplant.com

406.261.3021

Copies via email:

Dan Rice, City Attorney
Mike Rinaldi, Sanitarian
Scott Gray, Zoning Administrator

Subdivision Administrator's findings of fact in support of the exemption approval for Troy Ask, John E. & Frances A. Johnson, and Eric B. & Sandra K. Rabe:

Sec. 21-17 of the MCSR provides for "Divisions and aggregations of land exempt from subdivision review". Subsection (a) addresses "Exemptions, generally" as follows: "The MSPA provides that certain divisions of land are exempt from local subdivision review and approval, unless the use of the exemption is an attempt to evade the MSPA. The exemptions are found in Part 2 of Title 76, Chapter 3, MCA. Subdivision regulations, must, at a minimum, establish criteria that the governing body or reviewing authority will use to determine whether a proposed methods of disposition, using the exemptions provided in MCA 76-3-201 or 76-3-207, are attempts to evade comprehensive subdivision review." Subsection (b) outlines the "General procedures" for exemptions. An evaluation of these provisions, along with subdivision administrator findings, are as follows:

- (1) Any person seeking exemption from the requirements of the MSPA shall submit to the subdivision administrator a certificate of survey or, where a survey is not required, an instrument of conveyance and evidence of, and an affidavit affirming entitlement to the claimed exemption.

Finding 1: *The applicants submitted the appropriate Exemption Claim Application along with the required fees and draft amended plat, to the City and subdivision administrator on September 6 & 7, 2023. The effective submittal date was September 7, 2023.*

- (2) When a certificate of survey, instrument of conveyance, and/or affidavit are submitted, the subdivision administrator shall cause the documents to be reviewed by the designated agents of the governing body (e.g., subdivision administrator, city sanitarian, zoning administrator, city attorney). The agents shall review the proposed use of the exemptions within 30 calendar days of submittal to determine whether it complies with the requirements set forth in this section, the MSPA, and the Montana Sanitation in Subdivisions Act.

Finding 2: *The subdivision administrator sent the application and draft amended plat to the City Sanitarian, Zoning Administrator, and City Attorney on September 12, 2023. Sanitarian Mike Rinaldi sent his approval of the exclusion cited on the draft amended plat to address compliance with the Montana Sanitation in Subdivisions Act. Zoning compliance for the commercial use on the resulting Ask/Johnson lot is being addressed with a zone change petition. The subdivision administrator has corresponded with Zoning Administrator Scott Gray about other elements of zoning compliance, and it has been determined the boundary line relocation and aggregation of lots otherwise comply with the zoning code. City Attorney Dan Rice has been in correspondence with the subdivision administrator Joel Nelson throughout the review. On September 27, 2023, an exemption approval letter is being issued, subject to Custer County Examining Land Surveyor review and approval of the amended plat, and a survey correction to add a signature block for certification of approval for the City Council. The exemption approval letter included a determination that the proposal complies with the requirements set forth in Sec. 21-17 of the MCSR, the MSPA, and the Montana Sanitation in Subdivisions Act, which occurred on Day 20 of the 30 calendar day review period outlined in the MCSR and Day 14 of the 20 working day review period outlined in 76-3-207(4)(c), MCA, per Senate Bill 131.*

- (3) If the designated agents find that the proposed use of the exemption complies with the statutes and these criteria, after appropriate review of the survey by the examining land surveyor (if required by the subdivision administrator or county clerk and recorder) and when all appropriate signatures are in place, they shall advise the Custer County Clerk and Recorder to file the certificate of survey or record the instrument of conveyance and accompanying documents. If the agents find the proposed use of the exemption does not comply with the statutes and the criteria in this section, the subdivision administrator shall advise the clerk and recorder to not file or record the documents and return the documents to the landowner.

***Finding 3:** The Custer County Clerk & Recorder requires Examining Land Surveyor review and approval of amended plats to be recorded at that office. The draft amended plat has been submitted to the Custer County Examining Land Surveyor for review and approval. After review and approval of the amended plat by the Examining Land Surveyor, all appropriate signatures will need to be in place, and then upon approval and signature(s) by the City Council, the Clerk & Recorder will be advised that the amended plat and associated documents may be recorded.*

Sec. 21-17(c)(4) of the MCSR addresses circumstances where exemptions are denied, which is not applicable to this proposal, which was approved.

Sec. 21-17(c)(5) of the MCSR encourages an advisory examination of exemptions, which occurred prior to submittal of the applications associated with the exemptions.

- (6) The governing body and its agents, when determining whether an exemption is claimed for the purpose of evading the MSPA, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: the nature of the claimant's business, the prior history of the particular tract in question, the proposed configuration of the tracts if the proposed exempt transaction(s) is completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review. (State ex rel. Dreher v. Fuller, 50 St. Rpt. 454, 1993)

***Finding 4:** The designated agents considered all surrounding circumstances, and there appears to be no intent to evade the MSPA.*

- (7) Exempt divisions of land that would result in a pattern of development equivalent to a subdivision may be presumed to be adopted for purposes of evading the MSPA based on the surrounding circumstances in section 21-17(b)(6), above.

***Finding 5:** The designated agents did not find any attempt to evade the MSPA, and the proposal would not result in a pattern of development equivalent to a subdivision. This is a minor modification to three lots in an old platted townsite, which will become two lots on the amended plat.*

- (8) All parcels and the use of all parcels created or amended through the use of an exemption shall comply with the zoning regulations. This does not allow the City of Miles City to require lots resulting from exempt divisions to comply with section 21-18, Design and improvement standards, unless the exemption seeks to alter a lot that was subject to the

design and improvement standards of the subdivision regulations during subdivision review.

Finding 6: *The applicants have submitted plans for zoning compliance, which has been addressed in part through submittal of a zone change petition for proposed Lot 14A, a working landscaping plan for Lot 14A, and through the subdivision administrator's and Zoning Administrator's review of the plans for other elements of zoning compliance. The applicants' plans will achieve compliance with the zoning code upon City approval and landowner implementation of the plans. The lots are not subject to design and improvement standards of the MCSR because the townsite/subdivision was platted long prior to adoption of Miles City Subdivision Regulations.*

- (9) To exempt divisions and/or remaining parcels of land resulting from the exemptions in MCA 76-3-207 from the survey requirements of MCA 76-3-401, the parcel(s) must be able to be described as a 1/32 or larger aliquot part of a United States Government section.

Finding 7: *The boundary line relocation does not qualify for this potential exemption from survey requirements, and requires an amended plat to be recorded.*

- (10) Subject to the following, a division of land exempt from subdivision review by MCA 76-3-207 (a gift or sale to a member of the immediate family, exemption for agricultural purposes, or relocation of common boundaries) may not be made unless the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.
- a. If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.
 - b. The county treasurer may accept the amount of the tax prorated pursuant to the above subsection (10) a as a partial payment of the total tax that is due.

Finding 8: *The draft amended plat includes the appropriate certification language, which will need to be signed by the County Treasurer's Office prior to recording.*

Finding 9: *The applicants have followed the procedural requirements of Sec. 21-17(b) of the MCSR by submitting the exemption claim application and draft amended plat for examination by the City of Miles City, which have been determined to comply with applicable requirements.*

Sec. 21-17(c) of the MCSR addresses requirements applicable to specific exemptions, including (3): "Relocation of common boundaries and aggregation of lots". An evaluation of these provisions, along with the subdivision administrator findings, are as follows:

- (a) *Statement of Intent.* The intended purpose of this exemption is to allow a change in the location of one or more boundary line between parcels and to allow transfer of the land without subdivision review.

Finding 10: *The proposal meets the statement of intent of allowing the relocation of common boundaries and to allow the transfer of land without subdivision review – it would result in the change in the location of an existing boundary between three adjoining lots in a platted townsite/subdivision to become two lots.*

- (b) Certificates of survey, or amended plats for those altering platted subdivisions, claiming one of these exemptions must clearly distinguish between the existing boundary location and the new boundary. This shall be accomplished by showing the existing boundary with a dashed line and the new relocated boundary with a solid line. The appropriate certification set forth in ARM 24.183.1104(1)(f) must be included on the certificate of survey or amended plat.

Finding 11: *The proposal includes a draft amended plat that depicts the old (existing) boundary lines with dashed lines and the new/relocated boundary with a solid line, along with the appropriate certifications set forth in ARM 24.183.1104(1)(f).*

- (c) When presented to the county clerk and recorder for filing, certificates of survey or amended plats showing the relocation of common boundary lines or aggregation of lots must be accompanied by a quit claim or warranty deed or recordable agreement from adjoining property owners for the entire newly described parcel(s) or that portion of the tract(s) being affected.

Finding 12: *The amended plat will need to be accompanied by a deed or recordable agreement for the entire newly described parcels or the portion of the tracts being affected to execute the proposed exemptions as shown on the amended plat.*

- (d) If the relocation of common boundaries would result in the permanent creation of an additional parcel of land, the division of land must be reviewed as a subdivision.

Finding 13: *The relocation of common boundaries would not result in the permanent creation of an additional parcel of land. Therefore it is not necessary that it be reviewed as a subdivision, and is exempt from subdivision review.*

- (e) If a change is made to a platted subdivision which results in a redesign or rearrangement of six or more lots in a platted subdivision, the division of land must be reviewed as a major subdivision.

Finding 14: *The change being made to the existing subdivision results in the redesign or rearrangement of three existing lots to result in two lots. Therefore it is not necessary that it be reviewed as a subdivision, and is exempt from subdivision review.*

- (f) The use of the boundary line exemption will be presumed to have been adopted for the purpose of evading the MSPA if the proposed relocation results in a parcel of less than 160 acres which, prior to the relocation included more than 160 acres.

Finding 15: *The proposal would not alter a 160+ acre tract to result in a tract less than 160 acres in size. Therefore the use of the boundary line exemption does not raise a presumption that the exemption has been adopted for the purpose of evading the MSPA. The proposal utilizes the proper exemptions.*

Subsection 21-14.b.11 of the MCSR, “Amending filed plats”, addresses potential changes to filed subdivision plats. In short, this subsection addresses how such amendments are processed and certain limitations for changes that might result from amended plats using exemptions and otherwise. An evaluation of these provisions, along with recommended findings, is as follows:

- (a) Changes that will substantially alter the contents of the original approved subdivision application, do not comply with the conditions of preliminary plat approval, or will materially alter any portion of a filed plat (not to include minor boundary adjustments), its land divisions or improvements, that is determined by the subdivision administrator to have the potential to negatively impact one or more of the primary review criteria for subdivisions, or that will modify the approved use of land within the subdivision, must be reviewed and approved by the governing body using the procedure for material amendments described in subsection (8), *Amending approved preliminary plats before Final plat approval*, above.

Finding 16: *The proposal involves a minor boundary adjustment and aggregation of lots among three involved tracts of record that exist per the Miles City Original Townsite plat, to become two lots. The original plat was completed and recorded in approximately 1878, prior to incorporation of the City of Miles City in 1887 and Montana’s 1889 statehood. Given the age of the townsite and it being platted before the City’s incorporation, there is no existing subdivision approval letter, conditions of approval, or approved land uses from the governing body that could be impacted by the modifications to the plat. The modifications are therefore not subject to any further review under the subdivision regulations or previous approvals, and the survey can be approved at an appropriate time when zoning compliance will adequately be achieved.*

- (b) Any alteration which increases the number of lots, modifies six or more lots, or abandons or alters a public road right-of-way or park land dedication shall be reviewed and approved by the governing body pursuant to subdivision review procedures or vacation or abandonment laws, as applicable.

Finding 17: *The proposal would not increase the number of lots, modify six or more lots, or abandon or alter any public road rights-of-way or park land dedications. Therefore the change does not need to be further reviewed or approved by the governing body under the subdivision review procedures, and the City Council may approve and sign the amended plat at a future City Council meeting.*

- (c) An amended plat may be subject to the procedures for reviewing minor or major subdivisions, as appropriate.

Finding 18: *Because the proposal does not constitute a material change to any applicable subdivision approvals and meets the criteria for exemption approval, the amended plat is not subject to any subdivision review procedures.*

- (d) The governing body reserves the right to require a current abstract of title for the impacted properties and may not approve an amended final plat without the written consent of the owners and lienholders of all lots which will be modified by the proposed amendment.

Finding 19: *The designated agents of the governing body found no need to require a current abstract of title for the impacted properties, so no lienholders have been identified.*

- (e) The governing body may not approve an amendment that will place a lot in non-conformance with the design and improvement standards contained in Section 21-18 of these regulations unless the governing body holds a public hearing on the amendment and issues a written variance from the standards pursuant to subsection 21-22(a), Variances.

Finding 20: *The amended plat would not create any non-conformities with the design and improvement standards contained in Section 21-18 of the MCSR. Therefore no public hearing or variance is necessary.*

- (f) The governing body may not approve an amendment that will place a lot in non-conformance with zoning regulations unless the Miles City Board of Adjustment has granted a zoning variance to the applicable standard.

Finding 21: *The amended plat itself complies with the City zoning code, with no variances being required for the boundary line relocations and aggregation of lots. The only applicable zoning issues are regarding the commercial use on Lot 14A and an associated requirement for a landscaping plan, which are being addressed with a zone change petition for that lot, and a landscaping plan (currently under review) in accordance with the zoning code.*

- (g) The final amended plat submitted for approval must comply with the requirements for final subdivision plats under the Uniform Standards for Filing Final Plats (Section 21-62).

Finding 22: *The draft amended plat submitted with the application has been prepared by a licensed professional land surveyor, and will need to be reviewed and approved by the county's Examining Land Surveyor. Certification by the governing body that the plat is approved will be required per the Uniform Standards for Final Plats.*

AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE
RELOCATION OF COMMON BOUNDARY LINE/AGGREGATION OF LOTS
STW/ASES/A, Section 33, Township 8 North, Range 47 East, P.M.M.
Miles City,uster County, Montana

Purpose of Survey

We, the undersigned, hereby certify that the division of land is exempt from review as a subdivision per 78-3-207(1)(b), MCA. For five or fewer lots within a platted subdivision, the relocation of common boundaries.

We, the undersigned, hereby certify that the purpose of this amended plat is to comply with the Montana Subdivision Act, MCA, and to correct an error in the original plat of the same parcel. The original plat was recorded on 12/23/2021. This survey is a relocation of common boundaries between the original plat and a subdivision pursuant to section 78-3-207(1)(b), MCA.

Both LOT 14A and LOT 15A are excluded from regulation review by the Department of Environmental Quality pursuant to ARM 12.36.602(2)(c) as a parcel that will be used for residential purposes. This survey is a relocation of common boundaries for water supply, wastewater discharge, storm drainage, or solid waste disposal that does not affect the lot area or the public utility system. This survey is a relocation of common boundaries that does not affect the lot area or the public utility system.

The proposed relocation of common boundaries does not affect the boundary line of easement, or those that were previously approved or replacements for the existing facilities, and will be constructed on the parcel.

Troy Ask
 John E. Johnson
 Eric B. Fahn
 Francis A. Johnson
 Jennifer L. Fahn

Metes and Bounds

LOT 14A of Original Township 8 North, Range 47 East, P.M.M., Custer County, Montana, being more particularly described as follows:
 Beginning at the southerly corner of said Lot 14, add point being the POINT OF BEGINNING (P.O.B.); thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; more or less, to the POINT OF BEGINNING.

Containing 11,140 square feet, more or less.

LOT 15A
 A parcel of land being Lot 15, and the northwesterly 20 feet of Lot 15, Block 107, Miles City, Original Township 8 North, Range 47 East, P.M.M., Custer County, Montana, being more particularly described as follows:
 Beginning at the southerly corner of said Lot 15, add point being the POINT OF BEGINNING (P.O.B.); thence S29°40'17"W, along the northwesterly boundary line of said Lot 15 & 16, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 15 & 16, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 15 & 16, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 15 & 16, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 15 & 16, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 15 & 16, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 15 & 16, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 15 & 16, a distance of 140.00 feet; more or less, to the POINT OF BEGINNING.

Containing 9,823 square feet, more or less.

SECTION 33-3
 A parcel of land being the northwesterly 20 feet of Lot 15, Block 107, Miles City, Original Township 8 North, Range 47 East, P.M.M., Custer County, Montana, being more particularly described as follows:
 Beginning at the southerly corner of said Lot 14, add point being the POINT OF BEGINNING (P.O.B.); thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S32°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; thence S29°40'17"W, along the northwesterly boundary line of said Lot 14, a distance of 70.20 feet; thence S89°24'30"E, along the northwesterly boundary line of said Lot 14, a distance of 140.00 feet; more or less, to the POINT OF BEGINNING.

Containing 4,198 square feet, more or less.



Certification of Plat Approval

The City Clerk of Miles City, Montana, hereby certifies that they have examined this Amended Plat and having found the same to conform to law, approve it this ____ day of ____, 2023.

Notary
 Attest

NOTE: The area that is being removed from one tract of record and being added to another tract of record. Said area shall not be available as a tract of record until the final transfer associated with the Amended Plat on which said area is created. Unless said area is included with or excluded from adjoining tracts of record.

Certification of Surveyor

STATE OF MONTANA
 COUNTY OF CUSTER
 I, Eric B. Fahn, State Registered Professional Land Surveyor, License No. 19703, do hereby certify that I am duly qualified to perform the duties of a surveyor in Montana, and that the plat was prepared and made true during this survey in accordance with the laws and regulations of the State of Montana, and that the same are correct and true.



Surveyed and sealed with one of the duplicate seal history the plat and then returned to the plat and then returned to the plat.

County Treasurer's Certification

I hereby certify that all real property taxes and fees on the land being surveyed have been paid.

Property Corner - Found 3/4" Bearer with 1" Yellow Cap Stamped: 37AB25 (Found)
 Property Corner - Set 8/324, Bearer with 1" Orange Plastic Cap Stamped: WILHELM 50540LS
 Completed Plat (No Monument Set)

Certification of Examining

Checked for errors and omissions in drafting and calculations.
 On this ____ day of ____, 2023.

(Signature)

Location Map

DAILED this ____ day of ____, 2023.

Michael Rhoads, MS
 Miles City/Custer County Environmental Health Officer

Survey Commissioned by
 John & Frances Johnson
 317 Yellowstone Avenue
 Miles City, MT 59301

Eric & Sandra Robe
 315 Yellowstone Avenue
 Miles City, MT 59301

Troy Ask

Filed this ____ day of ____, 2023 A.D.
 by
 Custer County Clerk and Recorder
 Envelope # _____ Document # _____

LEGEND

Property Corner - Found 3/4" Bearer with 1" Yellow Cap Stamped: 37AB25 (Found)
 Property Corner - Set 8/324, Bearer with 1" Orange Plastic Cap Stamped: WILHELM 50540LS
 Completed Plat (No Monument Set)

Surveyor's Certification

Surveyed and sealed with one of the duplicate seal history the plat and then returned to the plat.

WILHELM
 Land Surveying
 315 Yellowstone Avenue
 Miles City, MT 59301

Page 1 of 4
 Troy Ask

Attachment 5

Carl R. Kluesner PLS KLUESNER SURVEYING AND MAPPING 406-480-4449

MT REG #12447LS P.O. Box 201 / 320 South Main St.

Lima, MT 59739

OCTOBER 5, 2023

TUMBLEWOOD ENVIRONMENTAL INC.

ATTN: MIKE RINALDI R.S.

1024 W. EVELYN ST.

LEWISTOWN, MT 59457

RE: AMENDED PLAT OF LOTS 14,15,16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE

SW1/4SE1/4, S.33, T.8N., R.47E., PMM , CUSTER COUNTY, MONTANA

Owners:

TROY ASK

ERIC B. AND SANDRA K. RABE

JOHN E. AND FRANCES A. JOHNSON

I have examined the aforementioned Amended Subdivision Plat, and find it meets all the criteria set forth in the Montana Subdivision and platting Act, and for Errors and Omissions, and Calculations, and Drafting, pursuant to 76-3-611(2)(a), MCA.

Please do not hesitate to contact me with any questions or comments you may have.

Respectfully,

Carl R. Kluesner P.L.S., MT Registration 12447LS

Cc

CORY WILHELM PLS

Attachment 6

RESOLUTION NO. 4538

A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF A BOUNDARY LINE RELOCATION AND AGGREGATION OF LOTS INVOLVING LOTS 14, 15, & 16 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY, IN THE CITY OF MILES CITY, MONTANA.

WHEREAS, applicants and landowners Troy Ask, John E. & Frances A. Johnson, and Eric B. & Sandra K. Rabe have requested that the City of Miles City approve an amended plat that will relocate common boundaries and aggregate lots involving Lots 14, 15, & 16 of Block 107 of the original Plat of the Town of Miles City (also known as the ‘Miles City Original Townsite’), located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana;

AND WHEREAS, an amended plat entitled ‘AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE’ would relocate the common boundaries and aggregate the three lots into two lots upon being recorded;

AND WHEREAS, the City of Miles City is authorized to approve the relocation of common boundary lines for five or fewer lots within a platted subdivision pursuant to Section 76-3-207(1)(d), MCA;

AND WHEREAS, the City of Miles City is authorized to approve the aggregation of lots pursuant to Section 76-3-207(1)(f), MCA;

AND WHEREAS, the City of Miles City City Council has reviewed the staff report along with findings of fact that support the approval of the exemptions and amended plat, and concurs with and adopts the staff report and findings.

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

The City Council does hereby adopt the November 9, 2023 Staff Report to City Council for the Ask/Johnson/Rabe Amended Plat for Boundary Line Relocation & Aggregation Exemptions, attached hereto as Exhibit “A” as findings of fact, and based on such findings of fact, approves the proposed ‘AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE’, which will amend Lots 14, 15, & 16 of Block 107 of the original Plat of the Town of Miles City.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES
CITY, MONTANA, AT A DULY CALLED MEETING THIS ____ DAY OF
_____, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

DRAFT

Public Hearing
&
Unfinished Business

ORDINANCE NO. 1374

AN ORDINANCE CHANGING THE ZONING OF LOT 14 AND THE NORTHEASTERLY 30' OF LOT 15 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY FROM THE RESIDENTIAL A DISTRICT TO THE GENERAL COMMERCIAL DISTRICT, AND PROVIDING FOR A HEARING THEREON.

WHEREAS, Troy Ask, John & Frances Johnson, and Eric & Sandra Rabe have made application for the property described as Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City (also known as the 'Miles City Original Townsite') to be rezoned from the Residential A (RA) District to the General Commercial (GC) District;

AND WHEREAS, such property is situated within the city limits of the City of Miles City, Montana, and subject to the zoning jurisdiction of the City of Miles City;

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

AND WHEREAS, the Miles City Zoning Commission, on October 26, 2023, upon public hearing and deliberation, recommended to the City Council that such zone change be approved.

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

Section 1. Zoning for the following described real property located within the City of Miles City, Custer County, Montana, is hereby rezoned from the Residential A (RA) District to the General Commercial (GC) District, to wit:

Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City, located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana. Said property is proposed to be described as Lot 14A of the 'AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE'.

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

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zone change before the City Council at 6:00 P.M. on the 12th day of December, 2023, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, as well as notice by certified mail at least 15 calendar days prior to such hearing to the applicants, landowners, all adjoining property owners, and owners of land within 150 feet of the subject property, containing all information required by, and in accordance with, MCA Sections 76-2-303 and 305, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana.

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

Said Ordinance read and put on its passage this 28th day of November, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 12th day of December, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk



PUBLIC WORKS & UTILITIES
DEPARTMENT



CITY OF MILES CITY

17 So. 8th Street
P.O. Box 910
Miles City, Montana 59301

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

Miles City Zoning Commission
P.O. Box 910
Miles City, MT 89301

October 26, 2023

Mayor Hollowell and City Council:

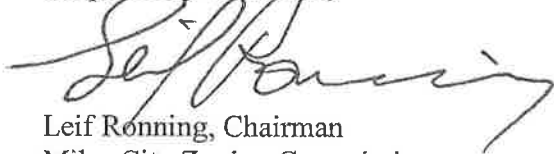
RE: 317 Yellowstone Avenue, Zone Change

The Miles City Zoning Commission conducted its public hearing on Thursday, October 26, 2023 to consider the zone change to a property described as Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City, located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana from the Residential A (RA) District to the General Commercial (GC) District. Said property is proposed to be described as Lot 14A of the 'AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE'.

After reviewing comments from the hearing, the Zoning Commission recommends approval of the Zone Change at 317 Yellowstone Avenue.

Please schedule this for review by the City Council at your earliest convenience.

Respectfully submitted,



Leif Ronning, Chairman
Miles City Zoning Commission

Miles City Zoning Commission

17 S. 8th Street
Miles City, Montana 59301
(406)234-3493

Meeting Minutes

October 26, 2023
2:00 pm

Call to Order: Leif Ronning called the meeting to order at approximately 2:02 p.m.

Roll Call: Leif Ronning, Amber Trinkka and Nancy Mitchell were present. Leroy Meidinger was not present.

Approval of Past Meeting Minutes: Meeting minutes from the July 28, 2022 Zoning Commission meeting were approved unanimously.

Citizen/Visitor Requests/Comments: None

Unfinished Business: None

New Business: Zone Change Public Hearing: Petition for Zone Change at 317 Yellowstone Avenue: Leif introduced the agenda item, a Zone Change Petition from RA District to GC District, and asked Contract Planner Joel Nelson (via Zoom) for the staff report. Joel then gave an overview of the report, with which he recommended Zoning Commission findings and approval of the zone change.

Nancy asked about the old house in the 30' strip on the Rabe lot that would become part of the Ask/Johnson lot. Eric Rabe and Troy Ask answered that it is probably a teardown. It's used for dry storage and hasn't been lived in since about two years before 2002 when the Rabes bought the property. Nancy then asked about the apparent violation mentioned in the report, and Joel clarified that when Cory initially inquired about the project, zoning was discussed, and Scott brought up the commercial use of the Ask shop and outside the shop, which they addressed with the zone change petition. Nancy questioned the Rabe shop, which Eric Rabe clarified was just for RV storage, and Joel clarified the apparent violation was the commercial storage on the Ask's/Johnson's Lot 14. Nancy asked if there would be another zone change for the Rabe lot in the future, and Eric Rabe clarified there were no plans for that because it is just used for RV storage.

Scott touched on the landscaping plan and proposed fencing. He asked Troy to be sure to talk to the City about the fence, because there are various standards, such as the height at certain distances from the street.

Cory said this was pretty well covered, and added that the zone change fixes some nonconformities like the RA setbacks.

Leif opened the public hearing to public comments, and there were no further public comments.

Amber moved to approve the zone change, Leif seconded, and the motion carried unanimously, 3 – 0.

Board Member/Staff Comment(s): None

Adjournment: Nancy Mitchell motioned to adjourn; Leif Ronning seconded the motion. Meeting Adjourned at approximately 2:27 p.m.

Respectfully Submitted,


Zoning Commission Chair

**Final Report of Zoning Commission
317 Yellowstone Avenue Zone Change Application
RA District to GC District
November 9, 2023**

I. GENERAL INFORMATION

A. Meetings

- 1. Zoning Commission Hearing:** Thursday, October 26, 2023
- 2. City Council 1st Reading:** Tuesday, November 28, 2023 at 6:00 p.m. in the City Hall Conference Room
- 3. City Council 2nd Reading & Public Hearing:** Tuesday, December 12, 2023 at 6:00 p.m. in the City Hall Conference Room

B. Project Proponents

- 1. Applicants:** Troy Ask and John & Frances Johnson (Lot 14)
Eric & Sandra Rabe (Lot 15)
- 2. Landowners:** Troy Ask and John E. & Frances A. Johnson
317 Yellowstone Avenue
Miles City, MT 59301

Eric B. & Sandra K. Rabe
307 Yellowstone Avenue
Miles City, MT 59301
- 3. Technical Assistance:** Cory Wilhelm, PLS, CFedS
Wilhelm Land Surveying, LLC
713 Pleasant Street
P.O. Box 1518
Miles City, MT 59301

C. Property Descriptions

The tracts involved in the zone change petition are currently legally described as Lots 14 & 15 of Block 107 of the original Plat of the Town of Miles City (also known as the 'Miles City Original Townsite'), located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana. The applicants are currently in the process of a relocation of common boundaries and aggregation of lots between Lot 14, 15, and 16, whereas Troy Ask (contract purchaser of Lot 14) and John E. & Frances A. Johnson (current owners and contract sellers of Lot 14) will acquire a 30' strip of Lot 15 from Eric B. & Sandra K. Rabe, and the three $\pm 7,000$ square foot lots will become two lots: Lot 14A

(Ask/Johnson) at 11,140 square feet in size and Lot 16A (Rabe) at 9,823 square feet in size; both of the proposed amended plat entitled “Amended Plat Of Lots 14, 15, & 16, Block 107, Miles City Original Townsite”.

The proposed zone change from the Residential A (RA) District to the General Commercial (GC) District would apply only to the resulting Lot 14A, for a zone change area of 11,140 square feet in size.

D. Project Description

Lot 14, located at 317 Yellowstone Avenue, is currently developed with a 30’ by 40’ (1,200 square feet) shop building that was built in 2012. Lot 15 contains a small, old home in the 30’ strip (“Acquired Tract A” on the proposed amended plat) that does not appear on the Property Record Card for Lots 15 & 16 on the Montana Cadastral program, which would become a part of proposed Lot 14A. Lot 14 is used for storage of commercial construction equipment in the shop building and outside the building, which is proposed to continue on Lot 14A. **The commercial use is prompting the proposed zone change from the RA District to the GC District for proposed Lot 14A.**

E. Area Zoning and Land Uses

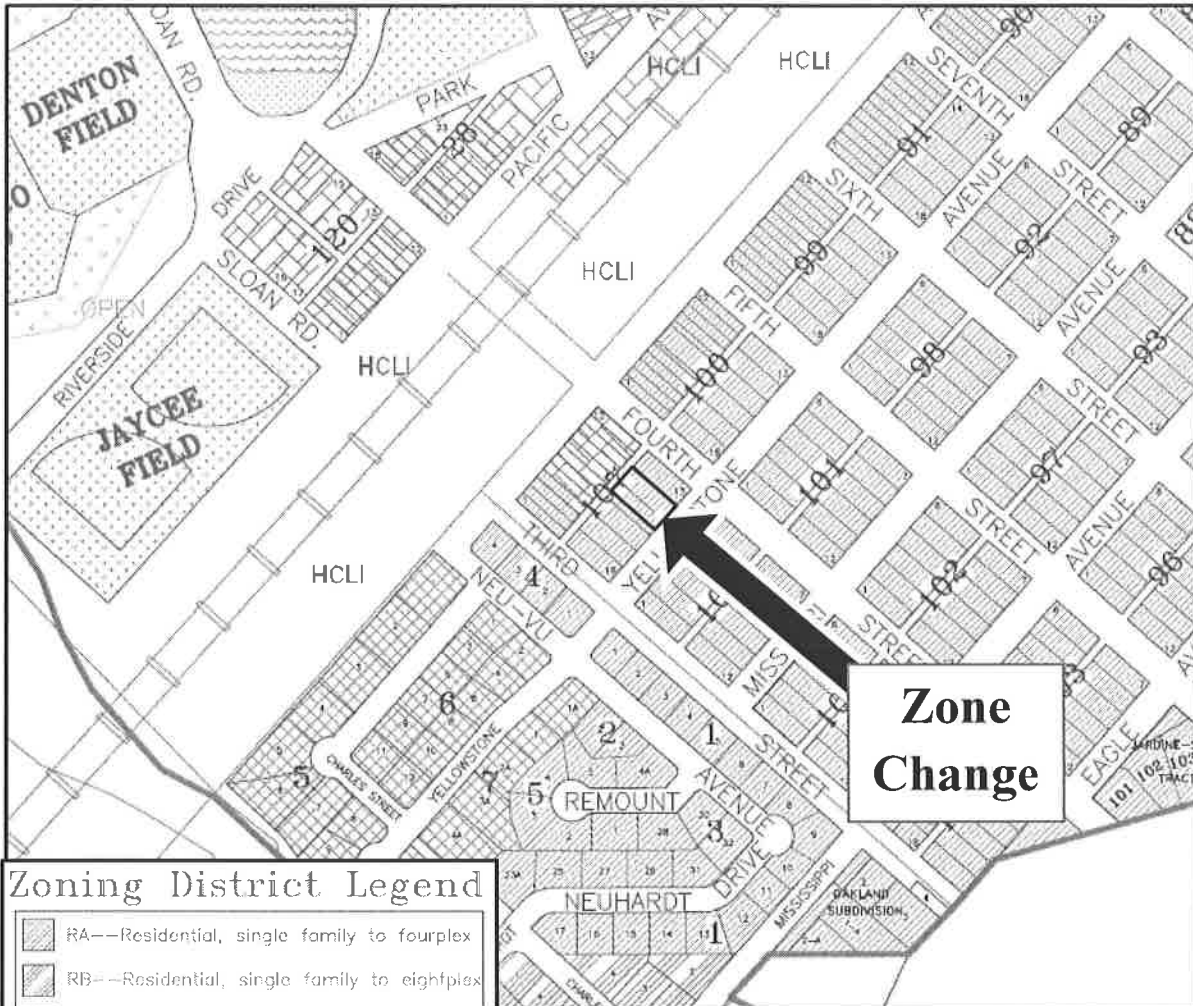
The property proposed for the zone change is surrounded on three sides (northeast, southeast, and southwest) by other tracts also zoned RA District, with the requested GC District located to the northwest across the alley. Please see the Zoning Map, Figure 1 on Page 3.

The prevailing land uses in the immediate vicinity in the RA District are single-family residential and accessory uses. The One Health health care clinic is located to the northwest, across the alley from the site in the adjacent GC District. Further to the north and northwest is the Heavy Commercial/Light Industrial (HCLI) District, where commercial and industrial uses are located.

F. Maps/Plats

The following pages and attachments include maps and plats pertinent to the proposal. Figure 1 is an excerpt of the City Zoning Map in the area, with the proposed zone change noted.

Figure 1: Zoning Map in the area:

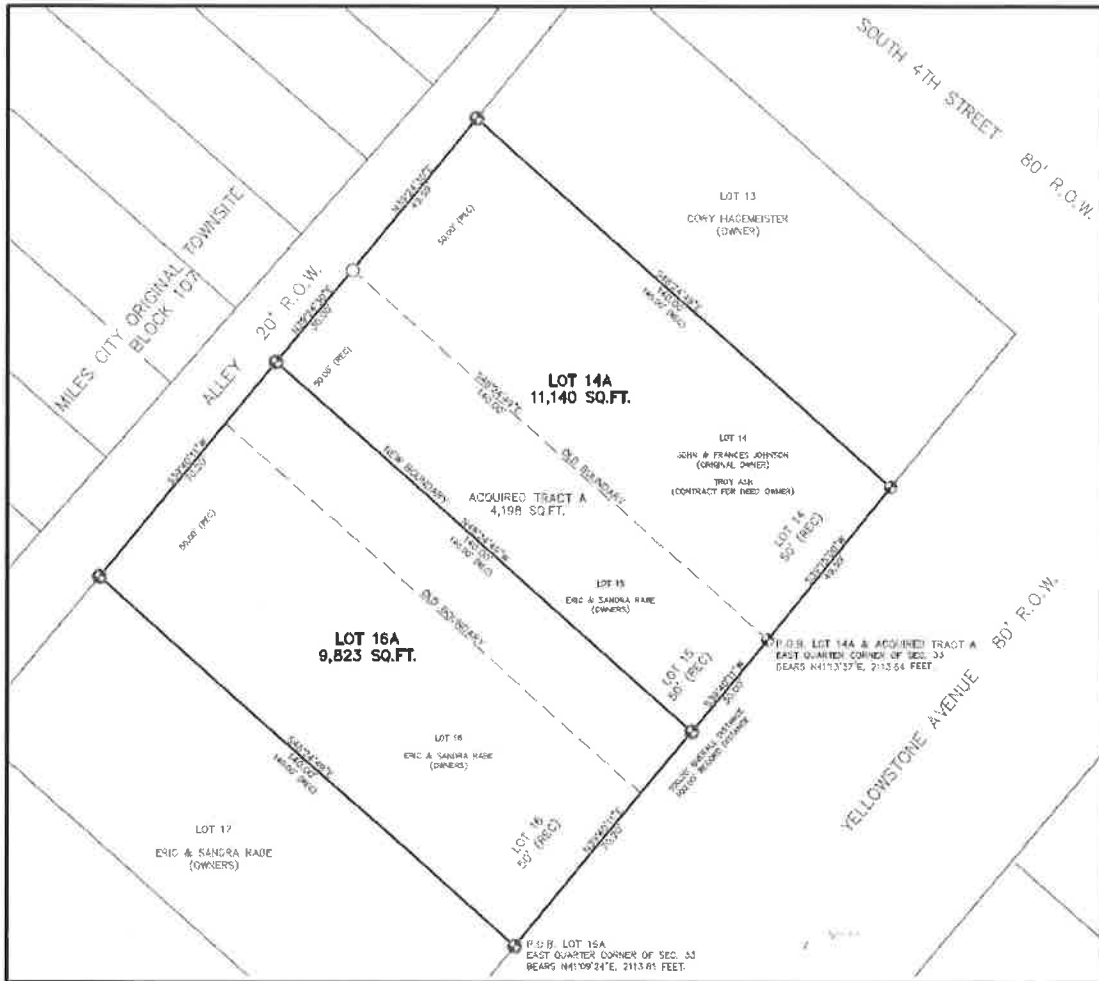


Zoning District Legend

	RA--Residential, single family to fourplex
	RB--Residential, single family to eightplex
	RC--Residential, in excess of eightplex
	MH-A--Mobile Home Residential
	MH-RV--Mobile Home--RV Park
	CBD--Central Business
	GC--General Commercial
	HCLI--Heavy Commercial/Light Industrial
	HI-- Heavy Industrial
	HWC--Highway Commercial
	OS--Open Space
	SR--Semi-Rural
	MC--Medical Campus
	SOB--Sex Oriented Business Overlay

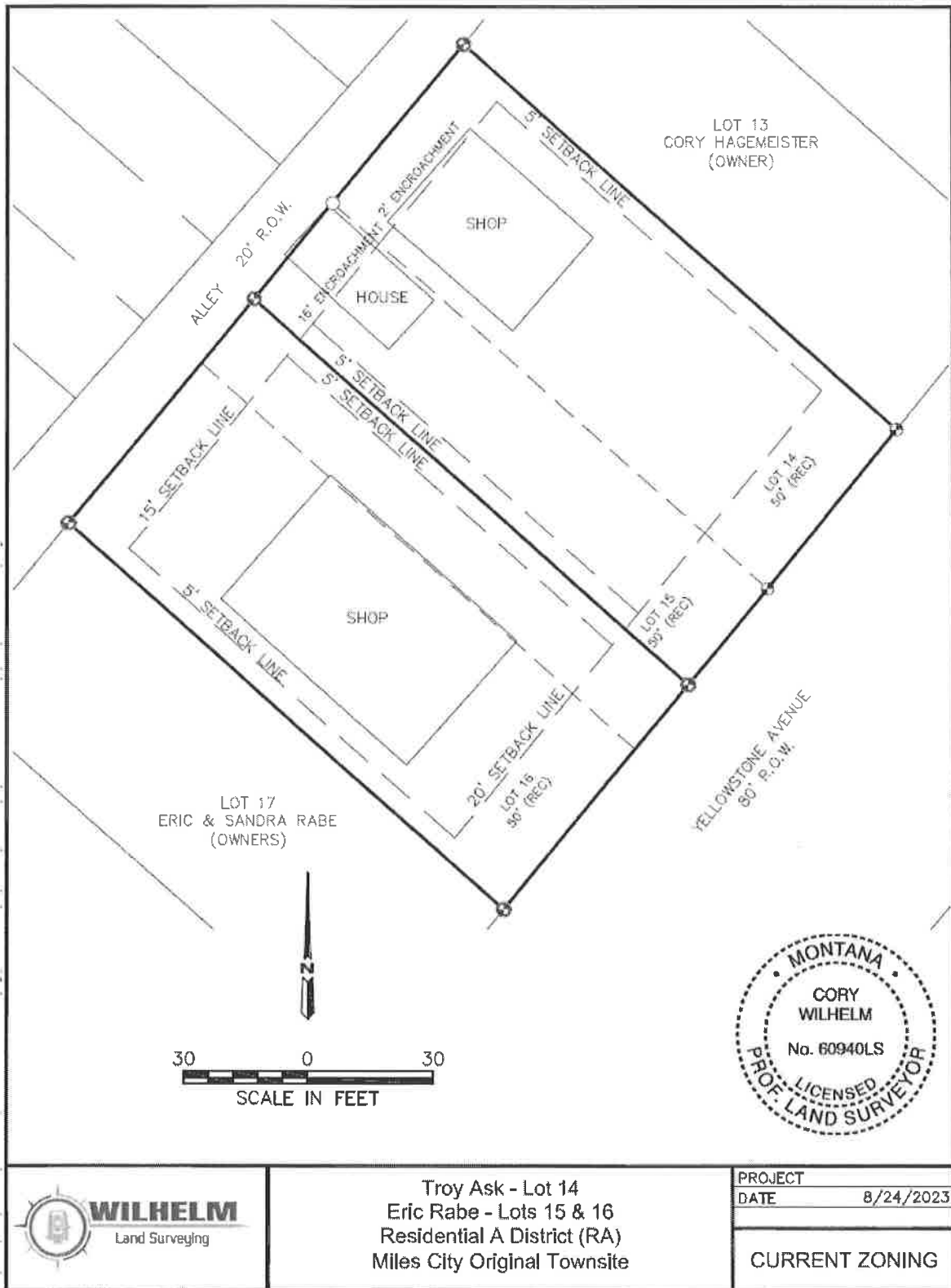
The draft amended plat is attached to this report in full as Attachment 4. The following excerpt of the draft amended plat (Figure 2) depicts the proposed lot configuration.

Figure 2: Excerpt of draft amended plat showing the reconfiguration of the lots:



The following Figure 3 site plan shows the existing buildings and boundaries, and RA District setbacks. The Figure 4 site plan shows the existing buildings and boundaries, as well as proposed zoning and resulting setbacks for Lot 16A in the RA District and Lot 14A in the GC District; however, the required 5' side yard setbacks for GC uses abutting residential districts are not shown on Lot 14A in Figure 4.

Figure 3: Site plan with existing buildings, old & new boundaries, and RA District setbacks:



Troy Ask - Lot 14
 Eric Rabe - Lots 15 & 16
 Residential A District (RA)
 Miles City Original Townsite

PROJECT	
DATE	8/24/2023
CURRENT ZONING	

Figure 4: Site plan with existing buildings and boundaries, as well as proposed zoning and resulting setbacks for Lot 16A in the RA District and Lot 14A in the GC District (note: the required 5' side yard setbacks for GC uses abutting residential districts are not shown on Lot 14A):

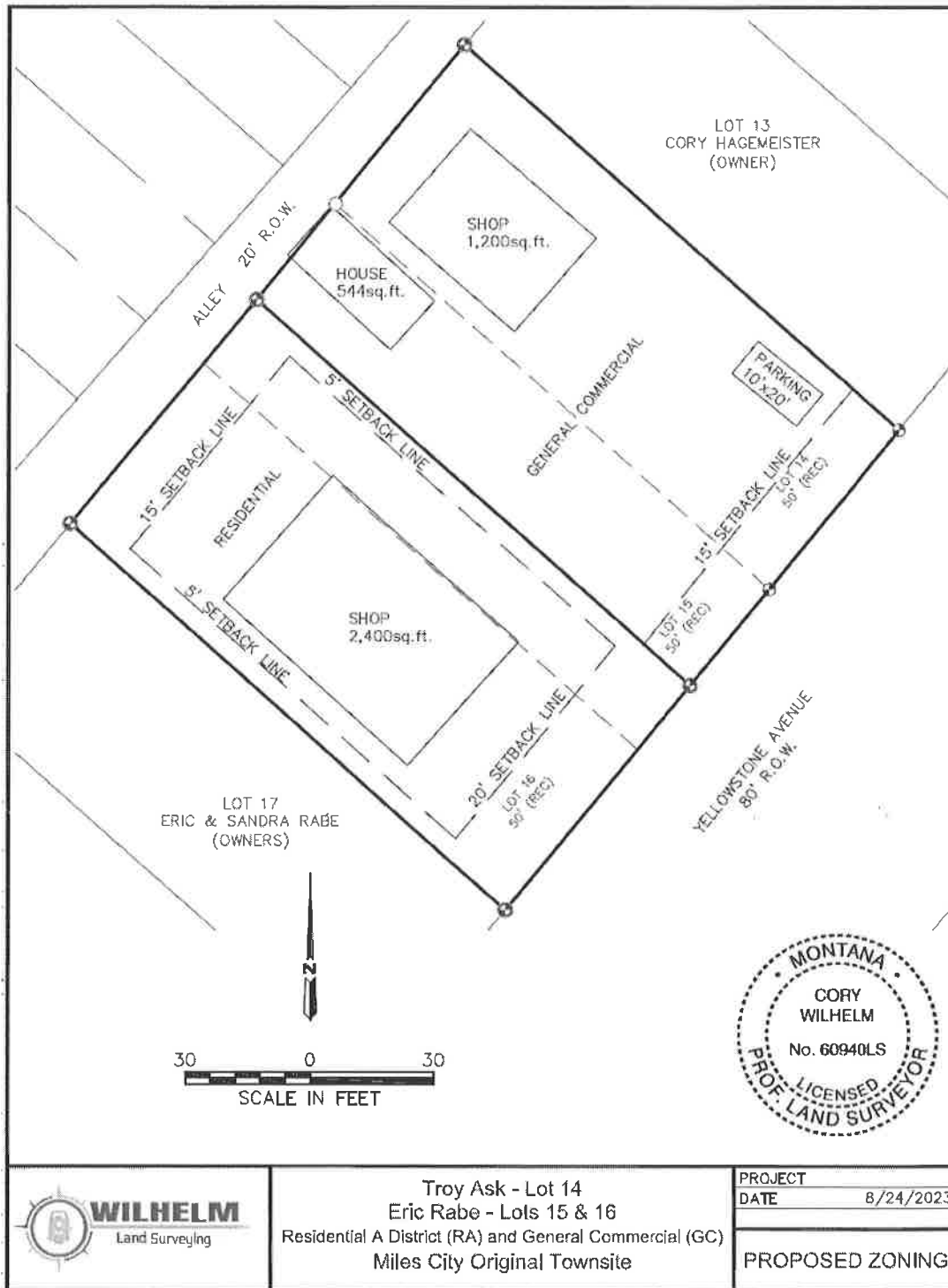
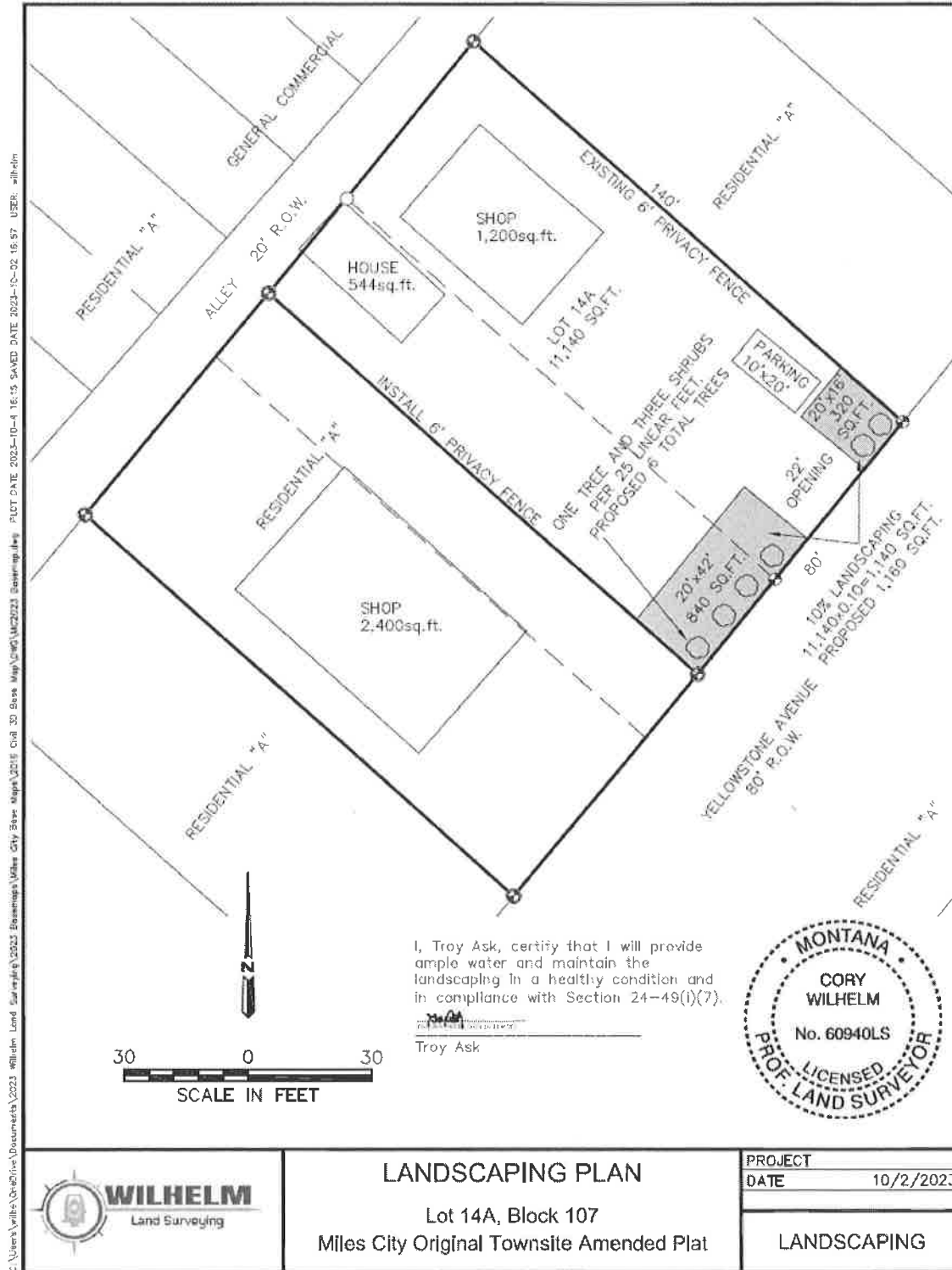


Figure 5 is a proposed landscaping plan for Lot 14A, which is further discussed in the following section of this report.

Figure 5: Proposed Landscaping Plan for Lot 14A:



G. Landscaping Requirements

Sec. 24-49 of the zoning code requires landscaping on all new, redeveloped, and expanded land uses listed in Table III.1. In the case of the commercial shop building and storage on the subject Lot 14, the use falls within “All commercial uses not listed below”, which requires a minimum of 10% of the lot to be landscaped in accordance with that section, with Category B perimeter buffers along adjacent residential uses and districts. A landscaping plan was not required when the shop building was permitted and built in approximately 2012, because the building preceded the landscaping requirements, which also would not apply currently to a non-commercial, private storage use. With the new and/or expanded commercial land use under the current zoning, the use triggers the landscaping requirements.

To address the landscape requirements, the applicants have submitted a landscaping plan for proposed Lot 14A, along with a request for administrative relief from various requirements in Sec. 24-49; see Attachment 5 for the administrative relief request. The Zoning Administrator is typically required to render a decision on administrative relief requests within 5 working days of receipt of the material; however, in this case with a zone change petition involved, with the zone change needing to be approved prior to the commercial use being approved, the administrative relief review is on hold pending the City Council’s decision on the zone change and comments on the request and landscaping plan.

Although comments will be accepted on the pending landscaping plan and administrative relief request, the Zoning Administrator intends to approve the administrative relief request for the following:

- The plan lacks landscaped Category B perimeter buffers along the adjacent Residential A District along each side lot line. The landscaping section would typically require buffers along or near each side lot line to be five feet wide with one tree and three shrubs per 25 linear feet. To comply with the standards, each 140’ side buffer (calculated at 135’ after eliminating overlap with the minimum 5’ Category B buffer along Yellowstone Avenue) would be required 5 trees (5.4 rounded down) and 16 shrubs (16.2 rounded down), or 10 trees and no shrubs each (any 3 shrubs can be replaced by 1 tree). Applicant Troy Ask is requesting administrative relief for these side buffer requirements to allow no landscaping in those areas. Instead, the applicant proposes to utilize an existing 6’ privacy fence along the northeasterly lot line and install a 6’ privacy fence along the southwesterly lot line, both to provide visual screening from adjacent residential uses and the RA District.

Since the Zoning Administrator cannot approve the commercial use, associated landscaping plan, and administrative relief request until after the public review process, the Zoning Administrator intends to consider comments on that element of the application and

render a decision on the relief request at an appropriate time. The following are the Zoning Administrator's findings on the relief request at this time, pending comments:

Per Sec. 24-49(m)(4), the administrator must make all of the following findings in order to grant administrative relief:

- b. The strict application of the regulation in question is unreasonable given the development proposal or that the property has extraordinary or exceptional physical conditions that will not allow a reasonable use of the property in its current zone in absence of relief;

Finding A: Strict compliance to require landscaped buffers along or near the side lot lines is not reasonable considering the size, scope, and anticipated impacts of the proposed commercial storage use, as well as mitigation provided by privacy fencing.

- b. The granting of administrative relief will not result in an adverse impact upon surrounding properties.

Finding B: Granting administrative relief to allow no landscaping along or near the side lot lines will not result in adverse impacts on surrounding properties if the side lot lines include privacy fences as proposed.

H. Photographs

Zoning Administrator Scott Gray conducted a site visit on September 11, 2023 and took the following photographs of the site:

Photo 1: The Rabe shop on Lot 16 on the left (outside the zone change area), and the Ask/Johnson shop on the right on Lot 14, viewed from Yellowstone Avenue:

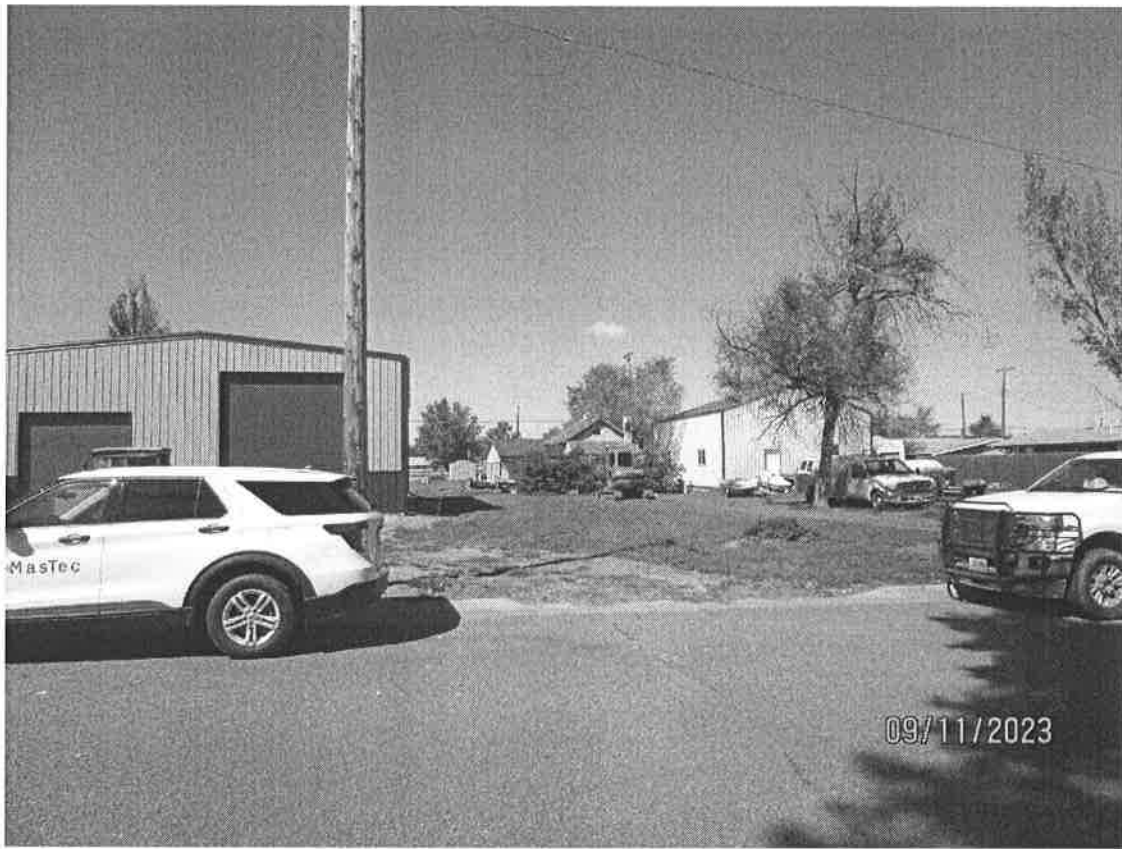


Photo 2: Closer view of the Rabe shop on Lot 16 on the left and the Ask/Johnson shop on the right on Lot 14:



Photo 3: Viewed from across the alley, the Ask/Johnson shop on Lot 14 on the left, the old home on Lot 15 in the middle, and the Rabe shop on the right on Lot 16 in the background on the right:



I. Attachments

The following are attached to this report:

1. Attachment 1: Cover letter from the applicants' agent Cory Wilhelm explaining the project, submitted September 6, 2023.
2. Attachment 2: Petition for Zone Change, revised and submitted September 18, 2023.
3. Attachment 3: Narrative response to zone change criteria from the applicants' agent Cory Wilhelm, submitted September 13, 2023.
4. Attachment 4: Proposed Amended Plat (revised since original September 6 submittal), submitted September 20, 2023 and approved by the Custer County Examining Land Surveyor on October 5, 2023.
5. Attachment 5: Landscaping Administrative Relief Request, revised and submitted October 5, 2023.
6. Attachment 6: Letter from Yellowstone Environmental Contracting LLC, providing a statement from a qualified professional that the landscaping plan has been designed such that an irrigation system is not appropriate per Sec. 24-49(i)(7) of the zoning code, along with a tree care pamphlet, submitted October 10, 2023.
7. Attachment 7: Draft City Council Ordinance No. 1374 for the proposed zone change.

II. APPLICABLE REGULATIONS AND RECOMMENDED FINDINGS

A. Zoning & Land Use

1. **Current Zoning:** Residential A District (RA).
2. **Proposed Zoning:** General Commercial District (GC) on proposed Lot 14A.
3. **Surrounding Zoning:** RA District to the southwest, southeast, and northeast; and GC District to the northwest.
4. **Current Land Use:** Commercial construction equipment storage.
5. **Proposed Land Uses:** Continued commercial construction equipment storage.
6. **Comparison of District Specifications:** The following tables outline the permitted and conditional uses, and specifications for the existing RA District and proposed GC District district:

TABLE A: ALLOWED USES IN RA AND GC DISTRICTS

RA District Permitted and Conditional Uses (from Table II.1)		GC District Permitted and Conditional Uses (from Table II.15)	
Permitted Uses	Conditional Uses	Permitted Uses	Conditional Uses
Single-family dwellings	Small scale retail and restaurants less than 5,000 square feet that serve the immediate needs of the neighborhood in which they are located	General commercial uses up to 15,000 square feet	General commercial uses in excess of 15,000 square feet
Multifamily dwellings not in excess of four units	Day care centers in excess of 12 children	Continued use of residences	Wireless communication facilities
Schools	Bed and breakfasts	Multifamily dwellings	
Public parks, buildings, and playgrounds	Accessory dwelling units	Accessory uses associated with primary use	
Religious institutions		Bars and taverns	
Home occupations with no more than one on site employee (in addition to a homeowner or renter)		Schools and other educational facilities	
Accessory uses		Public parks, buildings, and playgrounds	
Home day cares up to 12 children		Religious institutions	
Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).		Day care centers	

Minor utility installations		Home occupations	
		Accommodations serving up to ten guest rooms	
		Animal rescue shelters	
		Neighborhood lodges and places of assembly	
		Recreational vehicle parks	
		Amateur radio antenna support structures, antenna support structures, alternative antenna support structures, antennae, and amateur radio antennae in compliance with section 24-70(c).	
		Minor utility installations	

TABLE B: SPECIFICATIONS FOR RA AND GC DISTRICTS

RA District Specifications (from Table II.2)		GC District Specifications (from Table II.16)	
Regulations	Specifications	Regulations	Specifications
Minimum lot width	50 feet	Minimum lot width	50 feet
Minimum lot size	5,500 square feet	Minimum lot size	None
Minimum front yard setback	20 feet	Minimum front yard setback	15 feet
Minimum side yard setback	5 feet	Minimum side yard setback	0 feet
			Corner lots—10 feet for side yard adjacent to street

	Corner lots—10 feet for side yard adjacent to street		Uses abutting residential districts—5 feet
Minimum rear yard setback	15 feet	Minimum rear yard setback	0 feet
			Uses abutting residential districts—15 feet
Maximum lot coverage	45%	Maximum lot coverage	80%
Maximum building height	Primary building—35 feet	Maximum building height	Primary building—40 feet
	Accessory buildings—18 feet		Accessory buildings—18 feet

B. Zone changes and zoning amendments – Purpose and Process

Administration of zone changes is outlined in Sec. 24-96 of the zoning code. The following are the ‘purpose’ and ‘amendment process’ for review of a zone change. Other sections for applicable to the Zoning Commission review, with recommended findings based on the zone change criteria, are provided in the next section.

(a) *Purpose.* Any person may petition for the amendment of the zoning district map and/or these regulations. The amendment procedure shall be as provided here and in MCA 76-2-303. Amendments may also be initiated by the zoning commission or administrator, in which cases steps subsections (b)(1) through (b)(3) below, will not be required.

(b) *Amendment process.*

- (1) The applicant shall submit a properly completed application form, the required supporting materials, including a narrative evaluating the amendment request under the amendment criteria in (c) below, and the required application fee at city hall.
- (2) The administrator shall determine whether the application is complete and sufficient. When an application is determined incomplete or insufficient, the administrator shall provide written notice to the applicant indicating what information must be submitted for the review to proceed.
- (3) After the application is determined to be complete and sufficient, the administrator shall schedule a public hearing on the application for a zoning amendment on the agenda of the next zoning commission meeting for which the notice requirements can be met (section 24-97), and at which time allows for its proper consideration.

- (4) The administrator shall give notice of the public hearing in accordance with section 24-97.
- (5) The administrator shall prepare, or contract for the preparation of, a report that describes the proposed amendment and how it complies, or fails to comply, with the amendment criteria. The report shall include a recommendation for approval, approval with modifications or denial.
- (6) The zoning commission shall conduct at least one public hearing on the proposed amendment. At the hearing, the zoning commission shall make a report regarding the proposed zone change and consider whether the proposed amendment meets the amendment criteria. The zoning commission shall review the particular facts and circumstances of the proposed amendment and develop findings and conclusions that support its recommendation that the city council approve, approve with modifications, or disapprove it accordingly.
- (7) The zoning commission's action on a proposed amendment may be tabled, but for no more than 35 days.
- (8) The administrator shall convey the zoning commission's recommendation and all public comments to the city council and, unless the application is withdrawn, place a hearing on the agenda of the next city council meeting for which the notice requirements can be met (Section 24-97), and at which time allows for its proper consideration. The city council shall not hold its public hearing or take action until it has received the report of the zoning commission.
- (9) The administrator shall give notice of the city council's public hearing in accordance with section 24-97.
- (10) The city council shall conduct a public hearing on the proposed amendment. At the hearing, the city council shall consider the recommendation of the zoning commission and all testimony received, then approve, reject, or modify and approve the amendment. Action on the proposed amendment may be tabled, but for no more than 35 days.
- (11) If approved or approved with modifications, the city council shall pass an ordinance effectuating the amendment to the zoning map or regulations, as applicable.
- (12) An amendment to the zoning may not become effective except upon favorable vote of two-thirds of the present and voting members of the city council if a protest against a change is signed by the owners of 25 percent or more of:
 - a. The area of the lots included in the proposed change; or

- b. Those lots or units, as defined in MCA 70-23-102, 150 feet from a lot included in a proposed change. For purposes of this protest provision, each unit owner is entitled to have the percentage of the unit owner's undivided interest in the common elements of the condominium, as expressed in the declaration, included in the calculation of the protest. If the property, as defined in MCA 70-23-102, spans more than one lot, the percentage of the unit owner's undivided interest in the common elements must be multiplied by the total number of lots upon which the property is located. The percentage of the unit owner's undivided interest must be certified as correct by the unit owner seeking to protest or by the presiding officer of the association of unit owners.

- (13) At the conclusion of the amendment process, the administrator shall notify the applicant of the city council decision within ten days.

C. Amendment Criteria and Recommended Findings

Sec. 24-96(c) of the Zoning Code provides the “Amendment criteria” for Zone changes and zoning amendments. The evaluation criteria are listed below, followed by the reviewer’s and Zoning Commission’s recommended findings in *italics*.

(c) Amendment criteria.

- (1) Zoning amendments shall be made:

- a. In accordance with the growth policy;

Finding 1-a: *The applicants’ agent’s response to this criterion is as follows: “It would help correct zoning compliance due to previous construction.” The reviewer and Zoning Commission concur that the zone change to GC would bring the existing development on proposed Lot 14A into compliance with the permitted uses in the GC District and the GC District Specifications, primarily setbacks. The following are additional growth policy findings.*

The 2015 Miles City Growth Policy discusses the use of the zoning codes to implement the growth policy, such as the following on page 14:

“A key tool for Miles City to accommodate these expected projections will be to guide future land uses through the Miles City zoning codes. The zoning text must be revised to provide clear guidelines so that the zoning map and regulations can be a more effective tool to implement this growth policy. The zoning map must be revised to reflect current conditions and expected future trends. The zoning map will be revised as proponents of future development proposals and land uses approach the city with zone change requests, and the city will work to revise the zoning map to guide the

planning area with land use designations in appropriate geographic, physical, and social settings.”

The growth policy includes the zoning map as of 2015. That is the only place that offers parcel-specific guidance for implementation of the growth policy in this location. It is expected that zone changes will occur relative to the zoning map in the growth policy, as stated above.

The primary implementation tools of the growth policy are the goals and objectives. The following are applicable goals and objectives:

- ***Land Use Goal #2: Promote Citizen Involvement in Land Use Issues***
 - ***Objective 2.1: Engage citizens during public review of land use issues and make information available.***
- ***Land Use Goal #3: Balance Property Rights with the Common Interests of the Community***
 - ***Objective 3.1: Protect private property rights and respect property owners’ wishes to enjoy and gain economic return from their properties and investments while ensuring that other public and private interests are not unreasonably compromised or impacted by land uses and development projects.***
- ***Economy Goal #3: Support Industrial and Commercial Development***
 - ***Objective 3.3: Work with commercial and industrial developers on how the city can accommodate their needs while mitigating adverse impacts.***

Approval of the requested zone change would support the above-listed goals and objectives. As such, the zone change is in accordance with the 2015 Miles City Growth Policy.

b. To secure safety from fire and other dangers;

Finding 1-b: *The applicants’ agent’s response to this criterion is as follows: “Miles City Fire Rescue will continue to serve this area.” The reviewer and Zoning Commission concur that the zone change to GC is not likely to impact service providers’ ability to serve the area, including that of Miles City Fire & Rescue. However, overall, the change from RA to GC is not likely to provide additional safety from fire and other dangers. The zoning code and provision of City services already secure safety from fire and other dangers, and the zone change is unlikely to impact or change this.*

c. To promote public health, safety, and general welfare; and

Finding 1-c: *The applicants' agent's response to this criterion is as follows: "The only change to property would be storing miscellaneous general construction equipment. None of which would cause any health or safety issues." While the City must consider the fact that approval of the zone change could result in the lot being used for other permitted and conditional uses in the GC District, the reviewer and Zoning Commission concur that the zone change from RA to GC and the resulting use of storing construction equipment is not likely to have any specific or measurable benefit or detriment to public health, safety, or general welfare. Commercial uses require landscaping and other specifications to be met, which mitigate such impacts.*

- d. To facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

Finding 1-d: *The applicants' agent's response to this criterion is as follows: "The proposed zone change wouldn't affect any of these. Use would continue as is today." The reviewer and Zoning Commission concur that the zone change to GC would not affect transportation, water, sewerage, schools, parks and other public requirements. It is the reviewer's understanding that the commercial shop is not connected to City water or sewer, but these services are available in this location. The property is well served by the City streets and alley. The property is unlikely to be occupied by school-aged children or result in additional needs for parks. No other needs for public services or facilities have been identified. For these reasons, the zone change from RA to GC is not likely to have any specific or measurable change to the facilitation of the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.*

- (2) In reviewing and making recommendations or decisions on zoning amendments, the administrator, zoning commission, and city council shall also consider:

- a. Reasonable provision of adequate light and air;

Finding 2-a: *The applicants' agent's response to this criterion is as follows: "Nothing proposed would affect light or air." The reviewer and Zoning Commission agree that the zone change from RA to GC is not likely to have any specific or measurable change to provision of adequate light and air because the existing RA and the proposed GC districts provide adequate light and air through providing building setbacks, limited building heights, and maximum lot coverage standards.*

- b. The effect on motorized and non-motorized transportation systems;

Finding 2-b: *The applicants' agent's response to this criterion is as follows: "There would be no effect from the change." The reviewer and Zoning Commission concur that the zone change from RA to GC will not affect motorized or non-motorized transportation systems because the primary result of the zone change is that it would provide for commercial use; and the City's motorized transportation system is already in place and adequately serves the lot and surrounding area. In terms of the non-motorized transportation system, there is no sidewalk along the property's Yellowstone Avenue frontage, but the change to GC and the resulting commercial uses allowed are not likely to significantly impact the non-motorized transportation system. There are mechanisms in place in the City Codes that may trigger installation of a sidewalk along Yellowstone Avenue, such as Sec. 20-41(e), which states, "Areas where construction required. All persons who reside within a six-block radius of a church, school, convenience store or supermarket shall construct a city sidewalk." It is the reviewer's understanding that the Public Works Department administers this provision and determines when it is applied.*

c. The promotion of compatible urban growth;

Finding 2-c: *The applicants' agent's response to this criterion is as follows: "General commercial properties are a need for people in Miles City and there aren't many available." The reviewer and Zoning Commission concur that GC-zoned properties are limited in Miles City, particularly those that would be appropriate and affordable for the specific use of storing commercial construction equipment. The GC District is adjacent to the site, and the permitted and conditional uses of the GC District, including the proposed commercial construction equipment storage use, appear compatible with surrounding uses.*

d. The character of the district, and its peculiar suitability for particular uses;
and

Finding 2-d: *The applicants' agent's response to this criterion is as follows: "Across the alley is the One Health Clinic which is zoned commercial." The One Health clinic is indeed across the alley and zoned GC. The GC District allows "General commercial uses up to 15,000 square feet" as a permitted use, which the proposed use falls under. Many other uses are listed as permitted and conditional uses in the GC District, which are relatively broad. The lot appears suitable for the allowed uses in GC, and there would be no change to the character of the GC District with this zone change. With the GC District already encompassing much of the northwest half of the block, and with the Heavy Commercial/Light Industrial (HCLI) District abutting much of the RA*

District in this area, it is likely the non-residential districts such as GC will continue to expand within the blocks of RA along Atlantic Avenue.

- e. Conserving the value of buildings and encouraging the most appropriate use of the land throughout the jurisdictional area.

Finding 2-e: *The applicants' agent's response to this criterion is as follows: "The current landowner is all for keeping the neighborhood valuable." The reviewer does not question the applicants' intent regarding keeping the neighborhood valuable. However, at issue with this criterion are whether the zone change would work to conserve the value of buildings and encourage the most appropriate land throughout the jurisdictional area.*

The City must consider not only the impacts on property values from the proposed commercial construction equipment storage use, but impacts that may result from the other allowed uses in the GC District. Considering this is already a mixed-use area, with GC zoning and a commercial use across the alley and the HCLI District and commercial and industrial uses within 225' of the site, the addition of one 11,140 square foot lot into the GC District is unlikely to negatively impact the value of any buildings, particularly if an effective landscaping and fencing plan is implemented.

- f. Whether the proposal might be considered illegal spot zoning. Factors to be considered include whether the proposed land use is significantly different from the prevailing use in the area; whether the area of the proposed zone change is relatively small not only in terms of acreage, but from the perspective of the number of separate landowners who would benefit from the proposed change; and whether the change would amount to special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or general public. In order for spot zoning to be considered illegal, all three of the factors must be present.

Finding 2-f: *The applicant's response to this criterion is as follows: "Currently there is a general commercial property across the alley so it's not significantly different use in the area. This is a company that works for a lot of people in the City and would enable them to continue to provide this service. There wouldn't be any special legislative change needed." The reviewer and Zoning Commission concur with this response; however, it should be elaborated on given the above factors, as follows:*

- **Whether the proposed land use is significantly different from the prevailing use in the area:** *The commercial construction equipment storage use is somewhat different from the prevailing residential uses in this area of RA,*

as well as from the health care clinic across the alley in GC. The HCLI District and a commercial/industrial seed plant/grain operation are located ±225 northwest of the site. Because of the wide range of land uses in the area, the commercial use is not significantly different than the prevailing uses in the area. This factor is therefore not present.

- Whether the area of the proposed zone change is relatively small not only in terms of acreage, but from the perspective of the number of separate landowners who would benefit from the proposed change: The area proposed for a zone change is small – approximately 11,140 square feet, and only the landowners/applicants would benefit from the proposed change. This factor is therefore present; however, it is important to consider that the zone change would expand an adjacent district to include the subject property.
- Whether the change would amount to special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or general public: The zone change would, to some extent, amount to special legislation for the current landowners; however, it does not appear there would be an “expense” to the surrounding landowners or general public. If it is determined there are unmitigated impacts on surrounding landowners or the general public from the zone change, thus amounting to an “expense”, this factor would be present.

Because the first spot zoning factor is not present, the third has not been found to be present, and all three of the above factors must be present for it to be considered illegal spot zoning, this zone change would not be illegal spot zoning.

(3) Other criteria include whether the amendment:

- a. Corrects an inconsistency in the zoning; and

Finding 3-a: *The applicants’ agent’s response to this criterion is as follows: “This property has been used as commercial so it should be re-zoned.”. The reviewer notes that the existing and proposed commercial use does not comply with the RA District allowed uses, and was established without City approval. The zone change is not intended to correct an inconsistency in the zoning; rather, it is intended to correct an apparent ongoing zoning violation not previously addressed.*

- b. Addresses changing conditions or furthers a specific public challenge such as the need for affordable housing, economic development, mixed use development or sustainable environmental features.

Finding 3-b: *The applicants' agent's response to this criterion is as follows: "There is a need for small commercial properties in the community." The reviewer and Zoning Commission concur that there are limited commercial properties available in the community, particularly affordable commercial properties that would be appropriate for this specific commercial use. Approval of the zone change would address the public challenge of providing for a commercial lot at a time when affordable commercial properties are limited in Miles City.*

Conclusion on the above findings:

Based on the above findings, the proposed zone change from RA to GC substantially complies with the applicable criteria, and is therefore appropriate.

III. ZONING COMMISSION RECOMMENDATION

The Zoning Commission adopted the preliminary report and reviewer-recommended findings as the Zoning Commission's findings of fact and recommends the City Council approve the zone change from RA to GC for property described as Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City (also known as the 'Miles City Original Townsite'), located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana. The property is proposed to be described as Lot 14A of the 'AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE'. This report is the Zoning Commission's final report to be transmitted to the City Council. Upon final passage of the zone change ordinance by City Council, if approved without successful protest, the official Miles City zoning district map adopted under Sec. 24-11 of the zoning code will be amended by the City of Miles City.

Attachment 1



8/24/2023

City of Miles City Planning Department
17 South 8th Street
Miles City, MT 59301

RE: Amended Plat – Boundary Relocation/Aggregation – Ask-Rabe-Johnson

Planning Department,

This proposed Amended Plat is for the addresses 315 Yellowstone, owned by Eric & Sandra Rabe; and 317 Yellowstone Avenue, under contract by Troy Ask through John & Frances Johnson. Troy Ask is interested in purchasing a thirty-foot strip from Eric & Sandra Rabe. We are proposing to accomplish this with an Amended Plat using the Boundary Line Relocation Exemption and the Aggregation Exemption.

Both properties are currently zoned as Residential A, but Troy ask will be using the property as General Commercial. He is including a request for a zoning change by the City of Miles City. We are planning on this zone change to be reviewed at the same time as the Amended Plat submittal.

If the zone change is approved, all the existing buildings will meet the setback, lot coverage, and parking space zoning requirements. If the zone change is denied, the applicant would need to submit a variance request for the 317 Yellowstone Avenue property in order to meet the zoning requirements.

Please find the attached documents and required fees for the review process to begin.

If you have any questions, please let us know.

Thank you,

Cory Wilhelm, PLS, CFedS

Attachment 2



PETITION FOR ZONE CHANGE
Community Services & Planning

City of Miles City 17 S. 8th Street, P.O Box 910 Miles City, MT 59301 406-234-3493

Date Received: (to be filled out by City)

Note: If more than one property/petitioner a list of signatures and legal descriptions may be attached to this application.

I, [Signatures] is/are petitioning the City of Miles City to rezone the following property: Eric Rabe Sandra Rabe (Sep 15, 2023 10:12 MDT)

LEGAL DESCRIPTION OF PROPERTY:

Street Address or General Location 317 Yellowstone Avenue
Tract/s in Section Township Range

OR

Lot/Tract/s 14A of Miles City Original Townsite Amended Plat in Section 33 Township 8N Range 47E
Assessor Number/s or Geocode RMS3082 14-1740-33-4-17-05-0000

PRIMARY CONTACT:

Applicant Name: Troy Ask and John & Frances Johnson If a business: Contact Name Troy Ask
Address: 317 Yellowstone Avenue Miles City, MT 59301
Phone: 406-852-4839 Cell Phone: Email: troyask10@gmail.com

DESCRIPTIVE DATA:

Total area in acres: 11,140sq.ft
Existing Zoning: Residential A Proposed Zoning: General Commercial
Existing Use: Shop space and parking area used for storing business equipment.
X Yes No Purpose of the zone change is for pending development/sale. If so please explain the nature of the proposal or state any other reason for requested change: An amended plat is being prepared by the licensed land surveyor, Cory Wilhelm, with Wilhelm Land Surveying. They are moving the existing boundary line approximately 30 feet to the neighbor's property at 315 Yellowstone Avenue.

Note: All information must be filled in for the application to be complete. Submission of an application is not a guarantee that a zone change will be approved.

Attachment 3

Questions related to the criteria for zone changes and zoning amendments:

How would the proposed zone change be in accordance with the growth policy?

It would help correct zoning compliance due to previous construction.

How would the proposed zone change secure safety from fire and other dangers?

Miles City Fire Rescue will continue to serve this area.

How would the proposed zone change promote public health, safety, and general welfare?

The only change to property would be storing miscellaneous general construction equipment. None of which would cause any health or safety issues.

How would the proposed zone change facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

The proposed zone change wouldn't affect any of these. Use would continue as is today.

How would the proposed zone change ensure the reasonable provision of adequate light and air?

Nothing proposed would affect light or air.

How would the proposed zone change effect motorized and non-motorized transportation systems?

There would be no effect from the change.

How would the proposed zone change promote compatible urban growth?

General commercial properties are a need for people in Miles City and there aren't many available.

How would the proposed zone change impact the character of the district, and its peculiar suitability for particular uses?

Across the alley is the One Health Clinic which is zoned commercial.

How would the proposed zone change work to conserve the value of buildings and encourage the most appropriate use of the land throughout the jurisdictional area?

The current landowner is all for keeping the neighborhood valuable.

Describe whether the proposal might be considered illegal spot zoning. Factors to be considered include whether the proposed land use is significantly different from the prevailing use in the area; whether the area of the proposed zone change is relatively small not only in terms of acreage, but from the perspective of the number of separate landowners who would benefit from the proposed change; and whether the change would amount to special legislation designed to benefit only one or a few landowners at the expense of the surrounding landowners or general public. In order for spot zoning to be considered illegal, all three of the factors must be present.

Currently there is a general commercial property across the alley so it's not significantly different use in the area. This is a company that works for a lot of people in the City and would enable them to continue to provide this service. There wouldn't be any special legislative change needed.

Would the proposed zone change correct an inconsistency in the zoning?

This property has been used as commercial so it should be re-zoned.

Is the zone change intended to address changing conditions or further a specific public challenge such as the need for affordable housing, economic development, mixed use development or sustainable environmental features? There is a need for small commercial properties in the community.

Attachment 5



October 2nd, 2023

City of Miles City Planning Department
17 South 8th Street
Miles City, MT 59301

RE: Administrative Relief Request

Planning Department,

This is a request for administrative relief for the property of 317 Yellowstone Avenue (Lot 14A). We are preparing an Amended Plat that will be adding a 30' strip of land from the 315 Yellowstone Avenue property to the 317 Yellowstone Avenue property. Both properties are currently zoned as Residential A, but Troy Ask, owner of the 317 Yellowstone Avenue property will be using the property as General Commercial.

Under the Miles City Ordinances, Section 24-49 Landscaping Requirements, Table III.1, shows that the property would need 10% landscaping, and a Category "B" Buffer along the northwest, southeast, and southwest lot lines.

- 1) **10% Landscaping** – Lot 14A is 11,140 square feet. Ten percent would be approximately 1,114 square feet of landscaping. The landowner plans to do this in the landscaping plan.
- 2) **Category "B" Southeast Lot Line** – Lot 14A's Southeast Lot Line is approximately 80 feet long. The requirement is 1 tree and 3 shrubs per 25 feet, with 5-foot-wide landscaping. This would amount to 3 trees and 10 shrubs. Per the revision, the landowner would like to plant 6 total trees instead of shrubs. This would amount to a total of 6 trees along the southeast lot line which the landowner is planning to do in the landscaping plan.
- 3) **Category "B" Southwest and Northeast Lot Lines** – Lot 14A's said lot lines are approximately 140 feet long. The requirement is 1 tree and 3 shrubs per 25 feet, with 5-foot-wide landscaping. This would amount to 6 trees and 18 shrubs per lot line. The landowner is requesting administrative relief in this section. There is an existing privacy fence line along the northeast lot line that acts as a buffer from the neighboring property. The landowner is planning on installing a 6-foot solid privacy fence along the southwest lot line in the landscaping plan. This would act as a buffer from this neighboring property and would result in a non-adverse impact on the surrounding properties. Currently there is a shop on the property that was built in 2012 and has been in use since. None of the neighboring properties have complained about the use or lack of landscaping over the last 10 years. There is a commercial property across the alley that has zero landscaping and zero trees or shrubs planted. By planting this number of trees, it would take away any usable land that he is gaining by purchasing a 30-foot-wide parcel and is unreasonable expectations to place on an already developed lot.

Attached you will find the proposed landscaping plan. The 10% landscaping will be native dry grass seeds that will be planted in the spring of 2024. The landowner will also plant the 4 trees along the southeast lot line with a 5-foot buffer during the spring of 2024. The trees will be native trees that are safe to grow in the surrounding community.

Thank you for your consideration in reviewing our proposed alternative landscaping plan. Please feel free to contact us with any questions regarding the landscaping plan.

Thank you,

Cory Wilhelm, PLS, CFedS

Department Approval/Denial:

Approved:

Denied:

Printed Name: _____ Signature: _____ Dated: _____

Attachment 6



YELLOWSTONE ENVIRONMENTAL CONTRACTING LLC

2018 Valley Drive East
PO Box 998
MILES CITY, MT
59301

Phone Number: (406) 234-5078
Fax Number: (406) 234-5084
Email: yecllc@gmail.com
www.yecllcmt.com



Evergreen Landscaping

Tuesday, October 10, 2023

Re: Lot 14A, Block 107 Landscape Plan

To Whom it may concern:

After reviewing the proposed landscape plan design, I can confidently state that the landscaping plan has been designed such that an irrigation system is not appropriate due to the species of vegetation. Canadian Red Chokecherry Trees (*Prunus virginiana* 'Canada Red') with a 2.5" caliper trunk is a hardy tree that's approved for the planting zones which Miles City is located. The general height of the tree is 20' with a spread range of 10-15'. The root system is a deep growing rhizomatous system that will continually spread as the tree grows. These trees are known for having "sucker roots" if over watered and can become invasive. If drip irrigation were added, the root system will stay shallow causing damage to surrounding plants, shrubs, concrete, asphalt, and landscape.

Please see the attached Evergreen Landscaping tree care pamphlet.

X

Zac Mader
Member Owner

Thank you for choosing
Evergreen Landscaping for
your lawn care needs



Please follow these
instructions as
closely as possible
to ensure optimal
results and success
with your new
tree(s).

We use materials of the highest
quality available and use proven and
professional techniques for installation
of your new tree.

Once your tree is planted, it is your
responsibility to provide the proper
care and maintenance.

YEC, LLC cannot guarantee or
warranty the continuing condition of
your tree(s) due to weather conditions,
disease, and the care you provide.

We are not responsible for acts of
nature which may cause damage to
your tree(s).

CARING FOR
YOUR NEW
TREE

WATERING

- Newly planted trees need to be watered more frequently than established trees due to the stress of a new environment
- Proper watering is essential to bringing moisture and oxygen to the tree's roots
- Watering should be on a regular basis and adjusted for current weather conditions such as rain or drought and adjusted for soil conditions as they vary.
- Start watering tree the same day it is planted, if needed, otherwise start on day 2
- Week 1-2 after planting, water tree every few days, as needed, making sure it reaches a depth of 6 to 9 inches
- Week 3-12 after planting, water every 2-3 days
- After 12 weeks, water weekly until roots are established
- Watering amount will vary depending on caliper of tree trunk, minimum amount is 1 gallon per inch of trunk
- As roots grow and spread, irrigation volume will need to be increased to support growth

Mulching

- Organic mulch is recommended for optimal growth
- Mulch reduces evaporation, delivers nutrients, and helps prevent the growth of weeds
- Mulching is the second most important part of caring for your new tree
- When placing mulch be sure to follow a 3-3-3 Rule: 3 inches away from trunk of the tree, 3 inches deep, in a 2-3 foot radius
- Mulching also helps to insulate soil and acts as a buffer in extreme summer and winter temperatures
- Avoid piling mulch on too high or thick, which can create several issues ranging from poorly oxygenated soil to root rot
- Be sure to replace mulch as it decomposes

Fertilizing

- Regarding fertilization of newly planted trees -- do not fertilize! For at least the first year, their nutrient needs will be minimal. During this time they are establishing their root systems, and fertilizer (especially nitrogen which stimulates stems and leaves) will not be appropriate
- It is best to keep your new tree staked and twined for the first year after planting. This helps provide support during storms and can help protect from other damages

Frequently Asked Questions

How long does it take for a newly planted tree to get established?

On average, proper establishment of a new tree can require 1 year for every 1 inch of trunk caliper (diameter).

Do plants go into shock after transplanting?

Plants suffer shock after transplanting, whether they are newly planted seedlings or mature plants moved from one location to another. Plants suffering shock may wilt, yellow or suffer from overall decline. Proper care helps repair the damage so the plants recover quickly and begin to establish in their new bed.

Can you overwater a newly planted tree?

Too little water and the tree will wilt and die, but too much water can drown the roots and kill the tree just as easily The best watering system for a newly planted tree is soaker or drip hose. This should be placed in concentric circles around the root zone of the tree
90% of newly planted trees in Eastern MT die from overwatering rather than underwatering!

Stakes and Twine

Attachment 7

ORDINANCE NO. 1374

AN ORDINANCE CHANGING THE ZONING OF LOT 14 AND THE NORTHEASTERLY 30' OF LOT 15 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY FROM THE RESIDENTIAL A DISTRICT TO THE GENERAL COMMERCIAL DISTRICT, AND PROVIDING FOR A HEARING THEREON.

WHEREAS, Troy Ask, John & Frances Johnson, and Eric & Sandra Rabe have made application for the property described as Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City (also known as the 'Miles City Original Townsite') to be rezoned from the Residential A (RA) District to the General Commercial (GC) District;

AND WHEREAS, such property is situated within the city limits of the City of Miles City, Montana, and subject to the zoning jurisdiction of the City of Miles City;

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

AND WHEREAS, the Miles City Zoning Commission, on October 26, 2023, upon public hearing and deliberation, recommended to the City Council that such zone change be approved.

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

Section 1. Zoning for the following described real property located within the City of Miles City, Custer County, Montana, is hereby rezoned from the Residential A (RA) District to the General Commercial (GC) District, to wit:

Lot 14 and the northeasterly 30' of Lot 15 of Block 107 of the original Plat of the Town of Miles City, located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana. Said property is proposed to be described as Lot 14A of the 'AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE'.

Section 2. The Final Report of the Zoning Commission of the City of Miles City, prepared as part of the review of this application, and attached hereto as Exhibit "A," is hereby adopted as Findings of Fact to support the Council's decision.

Section 3. Prior to final passage, a public hearing shall be held upon this proposed zone change before the City Council at 6:00 P.M. on the _____ day of _____, 2023, in the Council Chambers at City Hall, 17 S. Eighth Street, Miles City, Montana.

Section 4. The City Clerk shall give notice of the date, time and place of such hearing by publication in the Miles City Star at least 15 days prior to the date of such hearing, as well as notice by certified mail at least 15 calendar days prior to such hearing to the applicants, landowners, all adjoining property owners, and owners of land within 150 feet of the subject property, containing all information required by, and in accordance with, MCA Sections 76-2-303 and 305, as well as Section 24-97 of the Code of Ordinances of Miles City, Montana.

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

Said Ordinance read and put on its passage this _____ day of _____, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this _____ day of _____, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4540

A RESOLUTION OF INTENT TO TRANSFER OWNERSHIP OF STADIUM BLEACHERS TO CUSTER COUNTY, MONTANA

WHEREAS, the City of Miles City has historically provided the use of three sets of stadium bleachers (each comprised of two sections, upper and lower) to Custer County, Montana, for use at the fairgrounds for various spectator events;

AND WHEREAS, the City Council of the City of Miles City desires to donate the same to Custer County, Montana, who will assume ownership and control of the same for permanent use by Custer County;

AND WHEREAS, Section 7-8-101(2) MCA permits such transfer of government equipment between entities following the passage of a Resolution of Intent and Public Hearing thereon;

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

1. That the City of Miles City is considering the donation of three sets (each comprised of two sections, upper and lower) of stadium bleachers to Custer County, Montana.

BE IT FURTHER RESOLVED that a public hearing shall be held on the of the fees on the 12th day of December, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4127 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 28TH DAY OF NOVEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

New Business

RESOLUTION NO. 4538

A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF A BOUNDARY LINE RELOCATION AND AGGREGATION OF LOTS INVOLVING LOTS 14, 15, & 16 OF BLOCK 107 OF THE ORIGINAL PLAT OF THE TOWN OF MILES CITY, IN THE CITY OF MILES CITY, MONTANA.

WHEREAS, applicants and landowners Troy Ask, John E. & Frances A. Johnson, and Eric B. & Sandra K. Rabe have requested that the City of Miles City approve an amended plat that will relocate common boundaries and aggregate lots involving Lots 14, 15, & 16 of Block 107 of the original Plat of the Town of Miles City (also known as the ‘Miles City Original Townsite’), located in Section 33 of Township 8 North, Range 47 East, PMM, City of Miles City, Custer County, Montana;

AND WHEREAS, an amended plat entitled ‘AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE’ would relocate the common boundaries and aggregate the three lots into two lots upon being recorded;

AND WHEREAS, the City of Miles City is authorized to approve the relocation of common boundary lines for five or fewer lots within a platted subdivision pursuant to Section 76-3-207(1)(d), MCA;

AND WHEREAS, the City of Miles City is authorized to approve the aggregation of lots pursuant to Section 76-3-207(1)(f), MCA;

AND WHEREAS, the City of Miles City City Council has reviewed the staff report along with findings of fact that support the approval of the exemptions and amended plat, and concurs with and adopts the staff report and findings.

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

The City Council does hereby adopt the November 9, 2023 Staff Report to City Council for the Ask/Johnson/Rabe Amended Plat for Boundary Line Relocation & Aggregation Exemptions, attached hereto as Exhibit “A” as findings of fact, and based on such findings of fact, approves the proposed ‘AMENDED PLAT OF LOTS 14, 15, & 16, BLOCK 107, MILES CITY ORIGINAL TOWNSITE’, which will amend Lots 14, 15, & 16 of Block 107 of the original Plat of the Town of Miles City.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES
CITY, MONTANA, AT A DULY CALLED MEETING THIS 12TH DAY OF
DECEMBER, 2023.**

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4541

A RESOLUTION TRANSFERRING OWNERSHIP OF THREE SETS OF STADIUM BLEACHERS TO CUSTER COUNTY, MONTANA

WHEREAS, the City of Miles City has historically provided the use of three sets of stadium bleachers (each comprised of two sections, upper and lower) to Custer County, Montana, for use at the fairgrounds for various spectator events;

AND WHEREAS, the City Council of the City of Miles City desires to donate the same to Custer County, Montana, who will assume ownership and control of the same for permanent use by Custer County;

AND WHEREAS, the donation of said bleachers is a benefit to the residents of the City of Miles City, all of whom are also residents of Custer County, who attend events at the Custer County Fairgrounds and such bleachers are not presently being used by the City of Miles City and are considered excess inventory;

AND WHEREAS, a public hearing has been noticed and held on the donation of said bleachers, and the City Council has considered all public comments prior to the passage of this resolution;

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

1. That the City of Miles City hereby donates three sets (each comprised of two sections, upper and lower) of stadium bleachers to Custer County, Montana, on condition that Custer County, Montana, assume ownership, control, and any liability related to the use thereof.
2. This donation is contingent upon the acceptance of said stadium bleachers by the County Commissioners in and for Custer County, Montana.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 12TH DAY OF DECEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4543

A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE MILES CITY FLOOD PROTECTION PROJECT

WHEREAS, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services related to the Miles City Flood Protection Project – Yellowstone River Levee Phase I;

AND WHEREAS, the City wishes to approve a Task Order related to certain work to be provided by KLJ pertaining to said project;

AND WHEREAS, KLJ has provided the City with a written task order setting forth the duties and responsibilities of the parties;

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

1. “Task Order 2304-01884,” 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 document 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, AT A DULY CALLED MEETING THIS 12TH DAY OF DECEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

This is Task Order No. 2304-01884, consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [June 22, 2021] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: December 13, 2023
- b. Owner: City of Miles City
- c. Engineer: KLI Engineering LLC
- d. Specific Project (title): Yellowstone Levee Phase I
- e. Specific Project (description): The project includes reviewing the 2015 Feasibility Report, gathering existing data, communicating with agencies and utilities to determine areas of concern, looking at right of way impacts along the route, determining what Geotechnical is needed, preliminary hydraulic model for selected alternative and understanding certification requirements for the project.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - set forth in Exhibit A, "Engineer's Services for Task Order 2304-01884," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

5. Task Order Schedule

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 1 digital copy of the final deliverables including coordination communication documentation to owner.	Anticipated no later than December 31, 2024

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Services of Engineer	\$ 486,000.00	Standard Hourly Rates
TOTAL COMPENSATION	\$486,000.00	Standard Hourly Rates
2. Additional Services (Part 2 of Exhibit A of Agreement)	(N/A)	Standard Hourly Rates

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order: N/A**

8. **Other Modifications to Agreement and Exhibits: N/A**

9. **Attachments: Exhibit A – Engineer's Services for Task Order 2304-01884**

10. **Other Documents Incorporated by Reference:**

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Firm's Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Dan Richardson

Title: _____

Title: Project Manager

Address: _____

Address: 2969 Airport Road, Suite 1B
Helena, MT 59601

E-Mail Address: _____

E-Mail Address: dan.richardson@kljeng.com

Phone: _____

Phone: 406-449-7764

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.



EXHIBIT A
City of Miles City – Phase I Yellowstone Levee Project
Engineer’s Services for Task Order 2304-01884

KLJ’s scope for Phase I consists of reviewing the 2015 Feasibility Report, gathering existing data, communicating with agencies and utilities to determine areas of concern, looking at right of way impacts along the route, determining what Geotechnical is needed and understanding certification requirements for the project. A critical item for development of this project is overall progress and coordination with the USACE on their Tongue River Project. The outcome of Phase I is two-fold:

- Select one (1) alternative and up to two alignment options to move ahead into the environmental permitting and preliminary design phase.
- Identify the review agencies and how coordination will go with the Interior Tongue River Slough Project and the COE Tongue River Levee Project.
- Develop a scope and fee for Phase II environmental permitting and preliminary design

The Scope of Work tasks for the project will consist of 10 primary tasks from conception to completion which include the following:

1. Project Management	1
2. Agency Coordination	2
3. Hydrology & Hydraulics	2
4. Environmental	4
5. Geotechnical	4
6. Alternative Analysis.....	4
7. Public Involvement / Funding	4
8. Right of Way.....	4
9. Survey	4
10. QC/QA	5

- 1. Project Management (\$61,593.00)**
 - 1.1. Track budget and schedule monthly. Keep owner informed about progress.
 - 1.2. Prepare Monthly Progress Reports as Required
 - 1.3. Coordination with Subconsultants. Invoicing, contracts and project coordination.
 - 1.4. Coordination meetings with team members and City (Assumed 2 in Person and 2 Virtual)
 - 1.5. General Project Management to include staff coordination, invoice coordination, managing and adjusting scope/schedule/budget, answering questions from City and agencies and review of submittal packages.



2. Agency Coordination (\$56,330.00)

- 2.1. Gather data from USACE on the Yellowstone and Tongue Rivers (e.g. Project History, Hydraulic models, Hydrology, Ice Models, responses to policy questions, Geotechnical Information).
- 2.2. Gather data from MDT on the Roadway/Structure over Yellowstone River.
- 2.3. Gather data from FEMA (e.g. FIS models and background data, Certification Requirements).
- 2.4. Coordinate with USACE and FEMA on the Yellowstone and Tongue River Projects and the interior Tongue River Slough Project.
- 2.5. Meet with BNSF RR to start discussions on potential impacts.
- 2.6. Meet with DPHHS MT and DNRC MT on requirements.
- 2.7. Meet with Utilities to identify potential impacts.

3. Hydrology & Hydraulics (\$268,080.00)

- 3.1. Verify project coordinate systems and identify the system to be used in Design.
- 3.2. Ensure all USACE and FIS FEMA models are in HEC-RAS and georeferenced. Scope has included 40 hours to convert files if needed. Any additional time will be considered out of scope.
 - 3.2.1. Review surface data provided by USACE, FEMA, City and KLJ survey.
- 3.3. Update existing USACE developed HEC-RAS hydraulic model.
 - 3.3.1. Utilize LiDAR surface data for overbank areas.
 - 3.3.2. Incorporate channel geometry and soundings from existing model cross sections and KLJ survey.
 - 3.3.3. KLJ to provide historic high-water measurements and corresponding permanent/temporary flood protection measures, debris/ice obstructions and most recent bridge/crossing dimension measurements.
- 3.4. Calibrate model to known historic events as documented at Miles City. (3 events).
- 3.5. Hydrology
 - 3.5.1. Per conversations with USACE on February 10, 2022, the project hydrology is current and does not require updates. If determined updated hydrology is needed, time to update will be considered out of scope.
 - 3.5.2. Per conversations with FEMA and DNRC-MT on March 25, 2022, new hydrology for the Yellowstone River was being developed and is available as of the summer of 2022.
- 3.6. Coordinate with USACE on Tongue River Levee Project, confluence of the rivers, hydrology to use, ice requirements and base model.
 - 3.6.1. Verify boundary condition on models



- 3.6.1.1. Tongue into Yellowstone
- 3.6.1.2. Yellowstone ice or other downstream conditions
- 3.6.1.3. Interior to river
- 3.6.2. Verify how ice will be addressed in the Yellowstone River modeling
- 3.6.3. Verify how to treat overland breakouts that are modeled through the city.
- 3.7. Prepare model to review one (1) alternative and up to two alignment options.
- 3.8. Models will utilize current 1D steady-state hydrology in the river and 2D on the overbank.
- 3.9. A second simplified model will be created in a 2D hydraulic software. This model is intended to support the 1D assumptions. It may also be used to explore design options. It is not intended to replace the 1D model for final submittal to FEMA.
- 3.10. Obtain existing HEC-RAS FIS hydraulic model.
 - 3.10.1. Update geometry (in similar fashion to USACE model updates)
 - 3.10.2. Recalibrate model (in similar fashion to USACE model updates)
- 3.11. QA/QC all modeling efforts.
- 3.12. Prepare report documenting model updates, report to be submitted with CLOMR package at a later date.
- 3.13. Develop preliminary models for Levee Alternative with 2 Alignment options.
 - 3.13.1. Models will be cursory and limited in detail; but will be used to provide initial guidance on footprints and potential impacts associated with each alignment option to assist the City of Miles City in the screening process.
 - 3.13.2. Levees will be modeled as levee cards without changes to station-elevation points in HEC-RAS.
 - 3.13.3. These models will undergo significant refinement during the next phase.
- 3.14. Work with FEMA to determine mapping requirements for the proposed condition.
 - 3.14.1. Map tie in points.
 - 3.14.2. Floodplain limits and Floodway methodology
 - 3.14.3. Coordinate with Interior Drainage mapping requirements interior to the City.
 - 3.14.3.1. Mapping within the existing floodplain
 - 3.14.3.2. Any new mapping outside the existing floodplain
- 3.15. Assist with team planning (scheduled internal meetings)
- 3.16. Follow-up from QC efforts



- 4. Environmental (\$6,619.00)**
 - 4.1. Determine type of Environmental Document Required, who will be lead review agency (if any) and limits of the study.
 - 4.2. Provide Environmental scope.
 - 4.3. Phase I does not include any field work, surveys, reviews, etc.
- 5. Geotechnical (\$23,592.00)**
 - 5.1. Meet with USACE on Geotechnical Data. Determine what data exists in the area and what data would be required for design of the levee.
 - 5.2. Review FEMA requirements for certification.
 - 5.3. See Braun Intertec Report for Geotechnical Investigation plan for this project.
- 6. Alternative Analysis (\$21,572.00)**
 - 6.1. Review 2015 Feasibility Report and data from USACE or Miles City on past projects.
 - 6.2. Confirm alternate/alignment to move forward into environmental and design phases.
- 7. Public Involvement / Funding (\$7,980.00)**
 - 7.1. Media Relations/Unscheduled Meetings (est. 3 meetings in Miles City).
 - 7.2. City Council Meetings (2 in Miles City)
 - 7.3. Funding Meeting with DNRC - MT (1 in Helena)
 - 7.4. Research Grant packages
 - 7.5. Manage public communications materials for this project (such as newsletters, website, Facebook, and press releases).
- 8. Right of Way (\$2,640.00)**
 - 8.1. Identify preliminary impacts to property owners for up to two (2) alignments, assume 70 parcels and 35 landowners.
 - 8.2. No landowner meetings, documents, plats, or title work will be part of Phase I.
- 9. Survey (\$19,594.00)**
 - 9.1. Determine survey datum information that will be used for data collection, verify datums match any survey information provided by the City, COE, FEMA or others.
 - 9.2. Preliminary Data Collection and review.
 - 9.2.1. Verify Q1 Lidar data for this area with ground survey
 - 9.2.2. Verify Lidar extents and need for additional topography for modeling with Hydraulic lead
 - 9.2.2.1. Determine the need for refining data on the riverbanks, or slough.
 - 9.2.2.2. Determine the need for extending lidar.
 - 9.2.2.3. Determine need for river bathymetry/cross sections.
 - 9.2.2.4. Determine the need for bridge survey.



9.2.2.5. Determine the need for hand survey or drones

9.3. River soundings for Hydraulic model

9.3.1. KLJ to obtain channel elevations by use of boat sonar. It is assumed 15,000 feet of the Yellowstone River bottom will need to be surveyed by sonar.

10. QC/QA (\$18,000.00)

10.1. Hydraulics – Verify Hydraulic Models inputs and results

10.2. Survey – Verify survey data collected and datums.

RESOLUTION NO. 4544 (A)

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF CUSTER COUNTY, MONTANA, AND THE MILES CITY UNIFIED SCHOOL DISTRICT, FOR THE FUNDING OF A SCHOOL RESOURCE OFFICER FOR FISCAL YEARS 23-24, 24-25, AND 25/26.

WHEREAS, the City Council desires to enter into an agreement with the County of Custer County, Montana, and the Miles City Unified School District, to provide for the funding of a School Resource Officer (SRO) for the Miles City public schools for a three-year period, beginning in FY 23-24 and running through FY 25-26;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have an SRO present in the schools;

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

1. The “Agreement to Fund a School Resource Officer for FY 23-24 through FY 25-26” attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS XXTH DAY OF XXXXXX, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit "A"

**AGREEMENT TO FUND A SCHOOL RESOURCE OFFICER
FOR FY 23-24 THROUGH FY 25-26.**

WHEREAS, the City of Miles City, Montana, hereinafter "City"; the County of Custer County, Montana, hereinafter "County"; and the Miles City Unified School District ("School") desire to provide law enforcement services to the Miles City public schools;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have a School Resource Officer present in the schools;

AND WHEREAS, the parties hereto wish to enter into an agreement which sets forth the funding, and other necessary details, of such School Resource Officer for Fiscal Years 2023-2024, 2024-2025, and 2025-2026;

NOW THEREFORE, the parties hereto agree as follows:

1. SCHOOL RESOURCE OFFICER. The City, by and through its Chief of Police, shall provide a School Resource Officer (SRO) for each of the nine (9) month school years which fall within Fiscal Years 2023-2024, 2024-2025, and 2025-2026. The SRO shall be certified by the State of Montana as a law enforcement officer, shall be current in all necessary certifications and qualifications, and shall be an officer in good standing with the Miles City Police Department.

2. FUNDING OF SCHOOL RESOURCE OFFICER. The SRO position is largely funded by federal grant moneys in the amount of \$125,000, and with approximately \$75,058 as the local match responsibility for said grant program, over the three-year term of said federal grant and of this agreement. Said local amount is anticipated to cost a minimum of \$29,531.74 per calendar year, or \$22,148.85 per 9-month school year; and the equal share of the parties to this agreement for FY23-24 is \$7,382.95. The School and the County each agree to contribute the amount of \$7,382.95 to the City for FY23-24. The County agrees to contribute an additional amount of \$7,382.95 to the City in FY24-25 and FY25-26. The School agrees to contribute an additional amount of not less than \$7,382.95 to the City in FY24-25 and FY25-26, although the School has tentatively agreed to share any increased cost in said SRO position in FY23-24 and FY24-25 beyond said \$7,382.95 amount. Said amounts shall be payable within 60 days of being invoiced by the City, and said invoice shall be submitted to the County and School during the July-June fiscal year for which the foregoing amounts have accrued.

3. EMPLOYMENT STATUS OF SRO. The SRO shall remain an employee of the City, and shall not be considered an employee of the County or School. The SRO shall remain responsive to the chain of command of the Miles City Police Department.

4. GOOD FAITH. The parties agree to cooperate in good faith in fulfilling the terms of this agreement.

DATED this XX day of XXXX 2023.

CITY OF MILES CITY, MONTANA

COUNTY OF CUSTER COUNTY, MONTANA

John Hollowell, Mayor

Jeff Faycosh, Commissioner

ATTEST:

Jason Strouf, Commissioner

Mary Rowe, City Clerk

Kevin Krausz, Commissioner

MILES CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 4544 (B)

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF CUSTER COUNTY, MONTANA, AND THE MILES CITY UNIFIED SCHOOL DISTRICT, FOR THE FUNDING OF A SCHOOL RESOURCE OFFICER FOR FISCAL YEARS 23-24, 24-25, AND 25/26.

WHEREAS, the City Council desires to enter into an agreement with the County of Custer County, Montana, and the Miles City Unified School District, to provide for the funding of a School Resource Officer (SRO) for the Miles City public schools for a three-year period, beginning in FY 23-24 and running through FY 25-26;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have an SRO present in the schools;

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

1. The "Agreement to Fund a School Resource Officer for FY 23-24 through FY 25-26" attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS XXTH DAY OF XXXXXX, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit "A"

**AGREEMENT TO FUND A SCHOOL RESOURCE OFFICER
FOR FY 23-24 THROUGH FY 25-26.**

WHEREAS, the City of Miles City, Montana, hereinafter "City"; the County of Custer County, Montana, hereinafter "County"; and the Miles City Unified School District ("School") desire to provide law enforcement services to the Miles City public schools;

AND WHEREAS, it is in the best interest of the children who are enrolled in the school district to have a School Resource Officer present in the schools;

AND WHEREAS, the parties hereto wish to enter into an agreement which sets forth the funding, and other necessary details, of such School Resource Officer for Fiscal Years 2023-2024, 2024-2025, and 2025-2026;

NOW THEREFORE, the parties hereto agree as follows:

1. SCHOOL RESOURCE OFFICER. The City, by and through its Chief of Police, shall provide a School Resource Officer (SRO) year-round for Fiscal Years 2023-2024, 2024-2025, and 2025-2026. The SRO shall be certified by the State of Montana as a law enforcement officer, shall be current in all necessary certifications and qualifications, and shall be an officer in good standing with the Miles City Police Department.

2. FUNDING OF SCHOOL RESOURCE OFFICER. The SRO position is largely funded by federal grant moneys in the amount of \$125,000, and with approximately \$75,058 as the local match responsibility for said grant program, over the three-year term of said federal grant and of this agreement. Said local amount is anticipated to cost a minimum of \$29,531.74 per calendar year; and the equal share of the parties to this agreement for FY23-24 is \$9,843.91. The School and the County each agree to contribute the amount of \$9,843.91 to the City for FY23-24. The County agrees to contribute an additional amount of not less than \$9,843.91 to the City in FY24-25 and FY25-26. The School agrees to contribute an additional amount of not less than \$9,843.91 to the City in FY24-25 and FY25-26, although the School has tentatively agreed to share any increased cost in said SRO position in FY23-24 and FY24-25 beyond said \$9,843.91 amount. Said amounts shall be payable within 60 days of being invoiced by the City, and said invoice shall be submitted to the County and School during the July-June fiscal year for which the foregoing amounts have accrued.

3. EMPLOYMENT STATUS OF SRO. The SRO shall remain an employee of the City, and shall not be considered an employee of the County or School. The SRO shall remain responsive to the chain of command of the Miles City Police Department.

4. GOOD FAITH. The parties agree to cooperate in good faith in fulfilling the terms of this agreement.

DATED this XX day of XXXX 2023.

CITY OF MILES CITY, MONTANA

COUNTY OF CUSTER COUNTY, MONTANA

John Hollowell, Mayor

Jeff Faycosh, Commissioner

ATTEST:

Jason Strouf, Commissioner

Mary Rowe, City Clerk

Kevin Krausz, Commissioner

MILES CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO.
4515

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2023-2024

WHEREAS, in the interest of economical provision of services to the citizens of Miles City and Custer County, Montana, the City of Miles City and the County of Custer desire to enter into an inter-local agreement for services for FY2023-2024, a copy of which is attached hereto as Exhibit "A";

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

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

1. The Miles City / Custer County Inter-local Agreement for Services FY2023-2024, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto:

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS _____DAY OF _____, 2023

John Hollowell, Mayor

ATTEST:

City Clerk

MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT FOR SERVICES FOR FY 2024

This AGREEMENT entered into this _____ day of June, 2023 effective the 1st day of July, 2023, by and between CUSTER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY", and the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, hereinafter referred to as "CITY".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall be in effect for a period of ~~twenty-four~~ twelve months, with an effective date of July 1, 2023, and terminating at midnight on June 30, 2024. It is further agreed that the terms of the previously negotiated and executed agreement between the parties for the 2021-2022 fiscal year covering the period of July 1, 2021 through June 30, 2022, shall be extended through the 2022-2023 fiscal year, covering the period of July 1, 2022 through June 30, 2023.

2. SCOPE OF SERVICES:

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference.

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with the most current written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana in Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only;

However, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of Two Thousand Five Hundred Ninety and no/100 Dollars (\$2590.00) payable in equal quarterly installment of, Six Hundred Forty Seven and 50/100 Dollars (\$647.50) per quarter the first installment due on September 25, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

~~Twenty five percent (25%)~~The County shall pay to the City a percentage of ~~of~~ the City's Net Actual Central Dispatch Cost for, FY 2024 equal to the percentage of calls for service originating outside of the City limits but within the boundaries of Custer County, said percentage to be calculated based on calls for service in the preceding fiscal year, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9-1-1 Board (Custer/Garfield/Prairie 911 Board)

D. Animal Control Services

The City shall bill the County quarterly for Animal Control Services, provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September, 2023 and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county.

Impound Fee: \$5.00

Daily Boarding Fee: \$10.00

Euthanasia fee: \$12.00 to \$30.00 (Dependent on size).

Quarantine: \$5.00 impound fee plus \$10.00 daily. Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control

Officer: \$35.00 per hour, plus mileage based on the Federal allowance set, per Custer County Resolution at the beginning of each calendar year.

The County will compensate the City \$2000.00 Annually to ~~its~~ the City's capital improvement Fund of the Animal Control Building and Maintenance.

E. Ambulance Services

The County shall pay to the City a percentage of the City's Net Actual Ambulance Cost for FY 2024 equal to the percentage of calls for service originating outside of the City limits but within the boundaries of Custer County, said percentage to be calculated based on calls for service in the preceding fiscal year, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Ambulance Expenses shall mean the gross Actual Ambulance Expenses less

~~grants, contractual allowances for Medicare, bad debt, and fire/ambulance hall reconstruction (should said project come to fruition). Ambulance services provided by the City, **the actual costs of 911 dispatch emergency calls** outside the City limits but within the boundaries of Custer County, will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. The Fire Chief will provide quarterly reports to the Commissioners.~~

Actual costs are compiled based on \$165.00 per hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

The City will only bill the county \$165.00 per hour, per unit for any inmate from the County Detention to the HRH.

F. Booking Services

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for FY 2024 will be billed and payable in four quarterly payments, commencing on September 25, 2023, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.,) when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

~~The City will compensate the County, in the amount of \$2000.00 each year for Finger printing services. (Arrest and Release or ordered by the City Judge)~~

G. Sanitation Service

Environmental Health Services will be split equally between the City and Custer County after all Revenue received is deducted.

5. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES

The City's obligation to provide services hereunder is contingent upon the county having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2024, and any renewal term, to County residents who do not live within the City limits, in return for a payment from the County to the Library, of a sum satisfactory to the Board of Trustees of the Miles City Library.

6. APPROPRIATIONS:

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7. AUTHORIZATION:

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has given all notices and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8. TERMINATION:

This Agreement may be terminated after FY 2024 by either party upon ninety (90) days written notice. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

9. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party

to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: John Hollowell, Mayor
P.O. Box 910
Miles City, Montana 59301

COUNTY: Jason Strouf, Chairperson
Board of County Commissioners
Custer County Courthouse
1010 Main Street
Miles City, Montana 59301

Or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by the President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

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

14. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and Qualifications and there may not be discrimination on the basis of race, color, religion, creed,

political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City of Miles City and by appropriate resolution of the Board of Commissioners of Custer County.

16. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The City shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for City employees utilized in performing services under this Agreement. The County shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for County employees utilized in performing services under this Agreement.

17. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of § 7-11-105 MCA are not applicable to this Inter-local Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this Agreement;

Subsection (6) in that the agreement will be administered by the Mayor for the City and the Board of Commissioners for the County and a separate

Administrator or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

SIGNATURE PAGE

CITY OF MILES CITY

BY: _____
John Hollowell, Mayor

Date: _____

Custer County Montana

BY: _____
Jason Strouf, Commission Chair

Date: _____

BY: _____
Jeff Faycosh, Commissioner

Date: _____

BY: _____
Kevin Krausz, Commissioner

Date: _____

EXHIBIT "1"

SERVICES

- A. Bullard Street Lift Station
- B. Fairgrounds Water
- C. Central Dispatch Services
- D. Animal Control Services within the exterior boundaries of Custer County.
- E. Ambulance Service within the exterior boundaries of Custer County

Initialed by parties to indicate review and agreement with this Exhibit:

CUSTER COUNTY: _____
Jason Strouf, Commission Chair

DATE: _____

CITY OF MILES CITY: _____
John Hollowell

DATE: _____

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- A. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- B. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- C. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____
Jason Strouf, Commission Chair

DATE: _____

CITY OF MILES CITY: _____
John Hollowell, Mayor

DATE: _____

MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT FOR SERVICES FOR FY 2024

This AGREEMENT entered into this ___ day of June, 2023 effective the 1st day of July, 2023, by and between CUSTER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY", and the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, hereinafter referred to as "CITY".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall be in effect for a period of twelve months, with an effective date of July 1, 2023, and terminating at midnight on June 30, 2024. It is further agreed that the terms of the previously negotiated and executed agreement between the parties for the 2021-2022 fiscal year covering the period of July 1, 2021 through June 30, 2022, shall be extended through the 2022-2023 fiscal year, covering the period of July 1, 2022 through June 30, 2023.

2. SCOPE OF SERVICES:

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference. . . .

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with the most current written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana in Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only;

However, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of Two Thousand Five Hundred Ninety and no/100 Dollars (\$2590.00) payable in equal quarterly installment of, Six Hundred Forty Seven and 50/100 Dollars (\$647.50) per quarter the first installment due on September 25, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

5. The County shall pay to the City, Twenty-five percent (25%) of the City's Net Actual Central Dispatch Cost for, FY 2024 payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9-1-1 Board (Custer/Garfield/Prairie 911 Board)

~~The County shall pay to the City a percentage of the City's Net Actual Central Dispatch Cost for FY 2024 equal to the percentage of calls for service originating outside of the City limits but within the boundaries of Custer County, said percentage to be calculated based on calls for service in the preceding fiscal year, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9-1-1 Board (Custer/Garfield/Prairie 911 Board)~~

~~D.A.~~ Animal Control Services

The City shall bill the County quarterly for Animal Control Services, provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September, 2023 and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county.

Impound Fee: \$5.00

Daily Boarding Fee: \$10.00

Euthanasia fee: \$12.00 to \$30.00 (Dependent on size).

Quarantine: \$5.00 impound fee plus \$10.00 daily. Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control Officer:

\$35.00 per hour, plus mileage based on the Federal allowance set, per Custer County

Resolution at the beginning of each calendar year.

The County will compensate the City \$2000.00 Annually to the City's capital improvement Fund of the Animal Control Building and Maintenance. The City Clerk will provide the account and fund number for Capital Improvement Fund for the Animal Control Building.

E.B. _____ Ambulance Services

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County, will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. Fire Chief will provide quarterly reports to the Commissioners

~~The County shall pay to the City a percentage of the City's Net Actual Ambulance Cost for FY 2024 equal to the percentage of calls for service originating outside of the City limits but within the boundaries of Custer County, said percentage to be calculated based on calls for service in the preceding fiscal year, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Ambulance Expenses shall mean the gross Actual Ambulance Expenses less grants, contractual allowances for Medicare, bad debt, and fire/ambulance hall reconstruction (should said~~

project come to fruition). The Fire Chief will provide quarterly reports to the Commissioners.

Actual costs are compiled based on \$165.00 per hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

The City will only bill the county \$165.00 per hour, per unit for any inmate from the County Detention to the HRH.

F.C. Booking Services

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for FY 2024 will be billed and payable in four quarterly payments, commencing on September 25, 2023, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.) when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

The City will compensate the County, in the amount of \$2000.00 each year for Finger printing services. (Arrest and Release or ordered by the City Judge) (This wasn't discussed in the meeting on 11/6/2023 but we do need to discuss this sentence)

G.D. Sanitation Service

Environmental Health Services will be split equally between the City and Custer County after all Revenue received is deducted.

5.6. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES

The City's obligation to provide services hereunder is contingent upon the county having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2024, and any renewal term, to County residents who do not live within the City limits, in return for a payment from the County to the Library, of a sum satisfactory to the Board of Trustees of the Miles City Library.

6.7. APPROPRIATIONS:

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7.8. AUTHORIZATION:

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has given all notices and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8.9. TERMINATION:

This Agreement may be terminated after FY 2024 by either party upon ninety (90) days written notice. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

9.10. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party

to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10.11. NON-WAIYER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11.12. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: John Hollowell, Mayor
 P.O.Box910
 Miles City, Montana 59301

COUNTY: Jason Strauf, Chairperson
 Board of County Commissioners
 Custer County Courthouse
 1010 Main Street
 Miles City, Montana 59301

Or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by the President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon Cio/ or County.

12.13. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13.14. PARAGRAPH HEADINGS.

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

14.15. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and Qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15.16. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City of Miles City and by appropriate resolution of the Board of Commissioners of Custer County.

16.17. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The City shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for City employees utilized in performing services under this Agreement. The County shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for County employees utilized in performing services under this Agreement.

17.18. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of § 7-11-105 MCA are not applicable to this Inter-local Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this Agreement;

Subsection (6) in that the agreement will be administered by the Mayor for the City and the Board of Commissioners for the County and a separate

Administrator or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18.19. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19.20. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

SIGNATURE PAGE

CITY OF MILES CITY



BY: John Hollowell, Mayor

Date: 10-3-23

Custer County Montana

BY: _____
Jason Strouf, Commission Chair

Date: _____

BY: _____
Jeff Faycosh, Commissioner

Date: _____

BY: _____
Kevin Krausz, Commissioner

Date: _____

EXHIBIT "1"

SERVICES

- A. Bullard Street Lift Station
- B. Fairgrounds Water
- C. Central Dispatch Services
- D. Animal Control Services within the exterior boundaries of Custer County.
- E. Ambulance Service within the exterior boundaries of Custer County

Initialed by parties to indicate review and agreement with this Exhibit:

CUSTER COUNTY:

DATE: _____

Jason Strouf,
Commission Chair

DATE: 10-3-J

CITY OF MILES CITY:



John Hollowell

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- A. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- B. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- C. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY:

DATE: _____

Jason Strouf, Commission
Chair

DATE: /C>-3-:J

CITY OF MILES CITY: ()

John Hollowell, Mayor

original

RESOLUTION NO. 4460

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2021-2022.

WHEREAS, in the interest of economical provision of services to the citizens of Miles City and Custer County, Montana, the City of Miles City and the County of Custer desire to enter into an interlocal agreement for services for FY2021-2022, a copy of which is attached hereto as Exhibit "A";

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

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

1. The Miles City / Custer County Interlocal Agreement for Services FY2021-2022, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 24TH DAY OF MAY, 2022.


John Hollowell, Mayor

ATTEST:


Mary Rowe, City Clerk

however, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of One Thousand Five Hundred Thirty and no/100 Dollars (\$1,530.00) payable in equal quarterly installment of Three Hundred Eighty-Two and 50/100 Dollars (\$382.50) per quarter, the first installment due on September 25, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Actual Central Dispatch Budget for FY2021-2022, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9-1-1 Board (Custer/Garfield 911 Board)

D. Animal Control Services

The City shall bill the County quarterly for Animal Control Services, provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September, 2021, and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county and fees will be updated July 1, 2022:

Impound Fee: \$5.00

Daily Boarding Fee: \$10.00

Euthanasia fee: \$12.00 to \$30.00 (Dependent on size).

Quarantine: \$5.00 impound fee plus \$10.00 daily. Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control
Officer: (\$30.19 per hour, plus vehicle expense/ mileage of \$.55 a mile).

E. Ambulance Services

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County, will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. Fire Chief will provide quarterly reports to the Commissioners.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: John Hollowell, Mayor
P.O. Box 910
Miles City, Montana 59301

COUNTY: Jason Strouf, Chairperson
Board of County Commissioners
Custer County Courthouse
1010 Main Street
Miles City, Montana 59301

Or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by the President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

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

14. NON-DISCRIMINATION

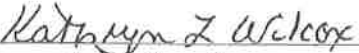
In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and Qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City of Miles City and by appropriate resolution of the Board of Commissioners of


SIGNATURE PAGE

CITY OF MILES CITY

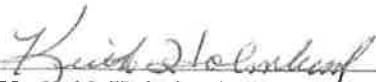

BY: John Hollowell, Mayor

Dated: 5-24-22

CUSTER COUNTY, MONTANA


BY: Jason Strouf, Commissioner

Dated: 7-19-2022


BY: Keith Holmlund, Commissioner

Dated: _____


BY: Kevin Krausz, Commissioner

Dated: 7/19/22

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- A. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- B. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- C. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted


Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY:


Jason Strouf, County Chairperson

DATE: 7-19-2022

CITY OF MILES CITY:


John Hollowell, Mayor

DATE: 5-24-22



Miles City Fire Rescue

City of Miles City

www.milescityfirerescue.com



2800 Main Street
Miles City, MT 59301

Telephone (406) 234-2235
Fax (406) 874-8666

November 20, 2023

To: Mayor Hollowell
Regarding: Building Committee Architect Recommendation

Greetings,

The building committee met on Wednesday, the 15th of November, and considered all three architects currently on retainer using the packets provided by the engineering department. The committee considered familiarity of the project, experience with fire stations, and past work in making their decision and then decided unanimously, by vote, to recommend JGA.

Sincerely,

Branden Stevens
Fire Chief

HB 355

AN ACT CREATING THE STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT OF 2023; PROVIDING FOR GRANTS TO ELIGIBLE ENTITIES FOR INFRASTRUCTURE PROJECTS; SETTING UP A GRANT PROCESS; REQUIRING A PERCENTAGE OF MATCHING FUNDS; PROVIDING FOR OVERSIGHT; ADDRESSING COST OVERRUNS AND MISAPPROPRIATION OF FUNDS; SETTING GRANT LIMITS; PROVIDING AN APPROPRIATION; PROVIDING FOR ALLOCATIONS TO CITIES AND TOWNS; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

Section 4. Eligible use of funds -- eligible entities. (1) Except as provided in subsection (2), funds allocated in [section 11] may be used only by eligible entities to maintain or repair existing local government infrastructure, including drinking water systems, wastewater treatment systems, fire suppression systems if independent of the drinking water systems, streets, roads, bridges, landfills, street lights, airports, and public grounds and buildings.

(2) Funds allocated in [section 11] may be used to expand existing water and wastewater treatment plants that are being operated at 90% of design capacity or greater.

(3) Entities eligible for grants under [this act] include incorporated cities and towns.

Potential Project for HB355 Funding

Miles City F&R

1. Demo of the old portion of the fire station
2. Move of the fire training center to water plant area
3. Enhance fire training facility at water plant to include the move and bring the other buildings to current standards - foundation, slab, water - sewer - hydrant etc.

PW

- \$15,000 for wages for the Pool budget for the month of June 2024.
- \$200,000 for Florence Stacy Fountain.
- \$500,000 for lift station and sewer line for Hilleman Complex.
- \$200,000 for MD #204 for ADA corners.
- \$200,000 for MD #204 for curbing replacement.

City Hall

- \$55,000 for ADA Compliant Ramp and Sewer Line at City Hall
- \$20,000 software/hardware updates to telephone/website/internet

PD

Concrete/Asphalt Parking lot	\$100,000
Paint Building	\$27,000
Repair Garages and Impound	\$74,000
Windows	\$5500
Evidence Room Fence	\$5500

Public Utilities:

- Painting WTP plant.
- Repaint and reline Southgate Water Tank
- Replace Tongue River force main
- Inspect / clean / repaint interior of Riverside Park tank
- Replace backup generator at WWTP
- Retrofit Boutelle Lift Station

Miles City Public Library Repair and Maintenance Needs

In order of priority of need and common sense process of repair:

1. Roof membrane and drains: roof membrane no longer fits the roof, exposing the roof and putting the building at risk of catastrophic water damage; drain on northeast facade corner of building has been temporarily rerouted to mitigate the annual flooding of the office inside the building (flood water also spreads into the main library annually) but Manning Roofing (who performed the mitigation) has informed us that it is only a temporary fix.
2. Soffitting: Repair damaged exterior soffit (Main, S. 10th, and garden) and replace or disconnect. Incidental soffit repair would be needed with a new drain system.
3. Fasten or delete roof returns in addition.
4. Secure all wood trim along original roof line, including sealing or painting. Repair and refinish all wooden exterior window trim.
5. Replace all fluorescent light fixtures with efficient LEDs.
6. Carpet: main floor carpet is water-damaged and in disrepair from years of use; the snags and tears and subsequent repairs present a trip and fall hazard; the office referenced under Number 1 has water-damaged carpet.
7. Water damage: plaster walls on the second floor of the original building have water damage that has resulted in flaking plaster and interior wall damage; the ceiling in the main library has water damage; the ceiling in the office referenced in Section 2 has water damage.
8. Peeling paint: the paint on the second floor of the original building is peeling due to age and water damage.
9. New window treatments as they are old and do not work effectively

RESOLUTION NO. 4545

A RESOLUTION APPROVING A TELEHEALTH SERVICES AGREEMENT BETWEEN MILES CITY FIRE AND RESCUE AND AVEL eCARE MEDICAL GROUP P.C.

WHEREAS, the City of Miles City's Fire and Rescue department desires to engage Avel eCare Medical Group, P.C., for remote behavioral healthcare services;

AND WHEREAS, the parties have reduced their agreement to writing, subject to the approval of the City Council;

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

1. The "Telehealth Services Agreement" attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;

2. The City of Miles City's Fire Chief (or Interim Fire chief) is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12TH DAY OF DECEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

TELEHEALTH SERVICES AGREEMENT
(Miles City Fire and Rescue in Miles City, MT – Crisis Care Services)

THIS TELEHEALTH SERVICES AGREEMENT (this “Agreement”) is dated the 10th day of November 2023 (the “Effective Date”) by and between Avel eCare Medical Group, P.C., a South Dakota professional corporation, located at 4500 N. Lewis Ave, Sioux Falls, SD 57104 (“Avel”) and MILES CITY FIRE AND RESCUE, located at 2800 Main Street, Miles City, MT (“Department”). Avel and Department are each sometimes referred to as a “Party” and together as the “Parties.” Capitalized terms used throughout unless otherwise defined will have meanings provided in Appendix I attached hereto.

A. Avel, through its employees, contracts with other providers, and affiliate health care facilities, provides remote telemedicine and telehealth services across multiple disciplines, including behavioral health and related services.

B. Department desires to access remote behavioral health professional resources provided by Avel to support officers who are responding to emergency situations involving individuals experiencing behavioral health crisis and to facilitate mental health assessments in place to avoid unnecessary transfers to an emergency room (“Services”).

C. The Parties desire to enter into this Agreement for the purposes described herein.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

Section 1.1 Term. This Agreement begins on the Effective Date and will continue for one (1) year (“Initial Term”), provided upon mutual written agreement, the Parties may elect to extend this Agreement in additional one (1) year increments (each, a “Renewal Term”, and together with the Initial Term, the “Term”).

ARTICLE II
AVEL CRISIS CARE SERVICES

Section 2.1 Crisis Care Services. Avel will make available to Department’s first responders access to remote mental health assessment services in emergency situations (as determined by Department’s first responders) furnished by qualified personnel (e.g. registered nurse, master level social worker, etc.). Avel’s personnel will commence services within thirty (30) minutes after receiving a first responder’s request. Department acknowledges mental health assessments take an average of thirty (30) minutes to complete, though actual assessment times may vary based on circumstances. When appropriate, Avel’s personnel may make recommendations to the first responders, and if requested, assist with de-escalation of an individual in crisis, provided final determinations are under all circumstances the responsibility of the first responder.

Section 2.2 Procedure for Crisis Care Services. Avel reserves all rights to determine the appropriate personnel and procedures associated with requesting and utilizing Services, provided, Avel will give Department reasonable advance notice of any material changes to procedures. After Department returns a signed Agreement, the Parties will begin working collaboratively to ensure Department personnel utilizing Services are adequately trained on the appropriate procedures associated with requesting and utilizing Services. From time to time, Avel may provide training materials and other aids to facilitate proper utilization of the Services.

Section 2.3 Inability to Provide Services. Department acknowledges circumstances may prevent Avel from performing the Services described herein, including without limitation, circumstances where an individual (a) requires immediate medical attention; (b) is too impaired by alcohol, prescription medication, or illicit drugs or is otherwise unable to comprehend a safety plan; (c) is too violent or disorderly as determined by the first responder; (d) is overdosing; or (e) is physically located in an emergency department.

Section 2.4 Hours of Availability. Services will be available to Department twenty-four hours per day, seven days a week.

ARTICLE III DEPARTMENT REPRESENTATIONS

Section 3.1 Department Requirements for Services. Department represents and warrants that throughout the Term Department will:

- a) Assign a primary point of contact with whom Avel may contact to obtain feedback through the utilization of surveys, interviews, and other methods of gathering information used for the development of telehealth services.
- b) Abide by local, state, and federal rules, regulations and laws of state associated with the Services described in this Agreement.
- c) Provide to Avel policies and procedures applicable to Services, and thereafter, provide timely and complete communication of any updates to Department policies and procedures.
- d) Collaborate with Avel IT and any third-party platform provider to the extent necessary to facilitate the utilization of the Services.

ARTICLE IV FEES/THIRD PARTY FUNDING

Section 4.1 Health Center Funding. Services furnished to Department are paid for by Eastern MT Community Mental Health Center ("Health Center") during the Initial Term. Following any discontinuance or unavailability of Health Center funding, the Parties will negotiate in good faith compensation and other terms associated with the Services.

ARTICLE V EQUIPMENT AND CONNECTIVITY

Section 5.1 Equipment and Connectivity Testing. Avel shall procure and configure all Equipment required to furnish Services ("Equipment"). Avel may also provide IT engineering support for ongoing hardware and software troubleshooting through the Term. Avel will retain all right, title, and interest in and to all Equipment furnished to Department. Upon the termination or expiration of this Agreement, Department will return Equipment in good working order within sixty (60) days at Department's expense.

Section 5.2 Connectivity. Equipment utilizes an Avel-furnished cellular connection for Services. Department will be responsible to work to resolve any cellular connection deficiencies impeding or otherwise preventing the effective utilization of the Services. Avel and Department will participate in connectivity and audio/video Equipment testing at intervals determined to be necessary by Avel.

Section 5.3 Department IT Responsibilities. Throughout the Term, Department agrees to promptly notify Avel IT prior to any Department information systems or security systems upgrades or modifications, and any modifications to maintenance schedules.

ARTICLE VI MARKETING AND INTELLECTUAL PROPERTY

Section 6.1 Consent to Inclusion on Avel Marketing Materials. While this Agreement is in effect, Department agrees and consents to the inclusion of its name and location in Avel eCARE[®] Department listings and service area maps. Department also agrees and consents to the use of Department's names in advertising Avel CARE[®] services with Avel so long as all such advertising is approved by Department, as applicable, in writing and in advance.

Section 6.2 Intellectual Property. All Intellectual Property and any improvements to Avel's Services or tools utilized in the provision of Services which are created and developed, even if not ultimately marketed, shall remain the sole property of Avel. Department disclaims any right to make ownership claims to any Intellectual Property and agrees to take all reasonable steps to ensure Avel maintains all ownership right, title and interest, in, to, and under such Intellectual Property rights, and further, shall execute or cause to be executed assignments and all other instruments and documents to the extent Avel determines to be reasonably necessary or appropriate to maintain Avel's ownership rights.

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.1 Minimum Insurance Requirements. Each Party shall maintain at its sole cost and expense the following insurance with required limits being minimum limits and which limits may not adequately insure the exposure. Such insurance may be maintained through commercial insurance contracts, a plan of self-insurance approved by the governing body of the Party maintaining such self-insurance, participation in a state specific patient compensation fund or professional excess liability fund or a combination of any of the above. Evidence of required coverage shall be provided upon receipt of a written request:

- 7.1.1 General liability in the amount of One Million Dollars (\$1,000,000) per occurrence; and
- 7.1.2 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 7.1.3 Applicable state statutory limits for workers compensation.
- 7.1.4 Without limiting any of the obligations or liabilities of Department, Department shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statutes of limitation or repose are in effect relating to the specific purposes of this Agreement, Network Security insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall provide twelve months of "credit watch" coverage for individuals whose protected health information has been inappropriately accessed.

In the event either Party procures a "claims-made" policy to meet the insurance requirements herein, such Party agrees, following the termination of the Agreement, to purchase an indefinite extended reporting endorsement, "Tail" or to provide continuing coverage as required in the Agreement.

For purposes of this Agreement, the Parties agree that their respective employees are not employees of the other Party and are not eligible for workers' compensation coverage carried by the other Party. Each Party agrees to provide for its employees necessary workers' compensation protection, as required by law.

Section 7.2 Mutual Indemnification. Avel agrees to hold harmless and indemnify Department, and its respective officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the negligence, misconduct, error or omission of any officer, agent or employee of Avel. To the extent allowed under applicable law, Department agrees to hold harmless and indemnify Avel, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the negligence, misconduct, error or omission of any officer, agent or employee of Department.

ARTICLE VIII TERMINATION

Section 8.1 “For Cause” Termination. This Agreement may be terminated by either Party based upon the occurrence of any of the following: (i) a material breach of any term or condition of this Agreement, or any related Agreement, provided the breaching Party shall be provided written notice describing the breach with a reasonable detail and thereafter be granted thirty (30) days from the receipt of such notice to remedy the material breach; (ii) Department’s failure to pay when due any amount owing to Avel which amount remains unpaid five (5) days following any due date; (iii) the insolvency, receivership, or bankruptcy of either Party, (iv) the dissolution, liquidation, or substantial cessation of business of either Party, or (iv) as otherwise provided in of this Agreement.

Section 8.2 Termination Due to Lack of Health Center Funding. The parties acknowledge Services described herein are funded by Health Center, and Departments continued receipt of such services will be subject to continued availability of such funding. If during the Term, the Health Center funding is unavailable, Department will have a 90-day option to terminate this Services Agreement by providing notice to Avel of its desire to discontinue services, provided (i) Department will remain liable to pay all amounts owed through the date of termination and (ii) provides Avel with no less than thirty (30) days written notice prior to the termination date.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Compliance. The Parties agree to maintain compliance with applicable state and federal laws, ordinances and regulations.

Section 9.2 Participation in Government Programs. The Parties represent and warrant that their respective officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (c) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in a Party being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during this Agreement and the Party shall immediately notify the other Party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give a Party the right to terminate this Agreement immediately for cause.

Section 9.3 Confidentiality. All data and information and know-how, in whatever form transmitted, including, but not limited to, information concerning a Party’s past, present and future business affairs, business plans, operations or systems, the terms of this Agreement, pricing information, personal information of any employee or any person evaluated using the Services, and all operation manuals and procedures applicable to the provision of the services (“Confidential Information”), furnished from one Party (“Disclosing Party”) to the other Party (“Receiving Party”) shall be regarded as confidential, and shall remain the sole property of the Party initially providing the information, and shall be held in confidence and safekeeping for the sole use of the Parties under the terms of this Agreement. Confidential Information as used herein will expressly include any information the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. The Receiving Party agrees to treat all Confidential Information with the same degree of care, and will make no use of such Confidential Information during the existence of this Agreement except pursuant to the receipt or delivery of services.

The Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party. Except as otherwise

provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission. The Parties agree that a breach of the terms of this subsection would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The Parties agree that in the event of such breach or threatened breach the Disclosing Party shall be entitled to seek an injunction to prevent or attempt to mitigate the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

Section 9.4 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, except that this Agreement may be assigned by Avel to the survivor in any merger or other business combination, or to the purchaser of substantially all of the assets of Avel, or to an entity controlling, controlled by, or under common control with Avel.

Section 9.5 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Avel: Avel eCARE
4500 North Lewis Avenue
Sioux Falls, SD 57104
ATTN: CEO

With copy to: Avel eCARE
4500 North Lewis Avenue
Sioux Falls, SD 57104
ATTN: Contracting Department

Department: Miles City Fire and Rescue
2800 Main Street, Miles City, MT
ATTN: Sarah Lewin, Battalion Chief/EMS Officer, NRP

Either Party may change its address for notices under this Agreement by giving written notice of such change to the other Party.

Section 9.6 Governing Law. This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of South Dakota and venue of any proceedings arising hereunder shall be in said state.

Section 9.7 Integration of Terms. This Agreement together with all ancillary agreements constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding between the Parties with respect to its subject matter. This Agreement may not be modified or amended except by a writing executed by both Parties.

Section 9.8 No Waiver. No waiver of breach or any failure of Avel to exercise any option, right, or privilege in accordance with the terms of this Agreement or any Avel act on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

Section 9.9 Medicare Access. In accordance with 42 U.S.C. § 1395x(v)(I)(i) & (ii), until the expiration of four (4) years after the furnishing of services under this Agreement, the Parties shall make available, upon written request by the Secretary, U.S. Department of Health and Human Services or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of costs of any agreement between the Parties.

In the event of a request for access under the cited provisions, the Parties agree to notify each other immediately and to consult with each other regarding what response will be made to the request.

In the event that a Party fails to comply with the terms and provisions of this agreement relating to the retention and production of documents, that Party agrees to indemnify and make whole the other Party for any third-party reimbursement it may lose as the result of the refusal of that Party or its subcontractor to maintain or produce documents in accordance with the provisions herein.

The provisions relating to the retention and production of documents set forth herein is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to such agreements or contracts between the Parties, and if this Section should be found to be inapplicable, then these clauses shall be deemed to be inoperative and without force and effect.

Section 9.10 Independent Contractor. Avel and Department agree that the Services to be rendered by Avel (or its designees) under the terms of this Agreement are the services of an independent contractor and nothing under this Agreement is intended nor shall be construed to create between Department and Avel an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Department to exercise control or direction over the manner or method by which Avel provides Services that are the subject matter of this Agreement, provided that such Services are rendered in a professional and competent manner in keeping with the policies and directives of Department. Avel understands that Department will not pay or withhold on behalf of Avel any sums for federal or state income tax, any other federal or state tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement and that all such payments and withholdings are the sole responsibility of Avel. In the event a claim, demand, or action is brought against Department for such taxes, premiums or other withholdings, Avel agrees to indemnify and hold harmless Department for such claim and any related expenses (including attorney's fees).

NOW, THEREFORE, the Parties agree to be bound to the above terms and conditions by signing below.

AVEL eCARE MEDICAL GROUP, P.C.

MILES CITY FIRE AND RESCUE

By: Avel eCare LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX I
Definitions

Except where clearly indicated otherwise by the context of any particular Section herein, capitalized terms used in this Agreement have the following meanings:

“IT” means information technology and includes related services necessary to support connectivity and other technical components necessary for the delivery of Services.

“Intellectual Property” means all proprietary rights of every kind and nature however denominated, throughout the world, including but not limited to rights in and to patents of any type or nature and patentable inventions; copyrights, industrial designs, and other works of authorship, whether or not registered, proprietary methods, processes, and procedures, confidential information, trade secrets, know how, and database rights; trademarks, trade names, service marks, service names, brands, trade dress, domain names, and logos, whether or not registered.

“Services” will have the meaning provided in the preamble and further described in Article II, subject to all limitations in the Agreement.

“Renewal Term” will have the meaning provided in Article I.

“Telehealth” means the utilization of two-way audio and video technology to provide healthcare services where an Avel professional is in a different location than the individual who is undergoing an assessment or the fire and rescue office that is receiving other Services.

“Term” will have the meaning provided in Article I and will be inclusive of any Renewal Term(s).

RESOLUTION NO. 4546

A RESOLUTION APPROVING A TELEHEALTH SERVICES AGREEMENT BETWEEN THE MILES CITY POLICE DEPARTMENT AND AVEL eCARE MEDICAL GROUP P.C.

WHEREAS, the City of Miles City’s police department desires to engage Avel eCare Medical Group, P.C., for remote behavioral healthcare services;

AND WHEREAS, the parties have reduced their agreement to writing, subject to the approval of the City Council;

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

1. The “Telehealth Services Agreement” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by the Council;
2. The City of Miles City’s Police Chief is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12TH DAY OF DECEMBER, 2023.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

TELEHEALTH SERVICES AGREEMENT
(Miles City Police Department in Miles City, MT – Crisis Care Services)

THIS TELEHEALTH SERVICES AGREEMENT (this “Agreement”) is dated the 10th day of November 2023 (the “Effective Date”) by and between Avel eCare Medical Group, P.C., a South Dakota professional corporation, located at 4500 N. Lewis Ave, Sioux Falls, SD 57104 (“Avel”) and MILES CITY POLICE DEPARTMENT, located at 210 S Winchester Ave, Miles City, MT 59301 (“Department”). Avel and Department are each sometimes referred to as a “Party” and together as the “Parties.” Capitalized terms used throughout unless otherwise defined will have meanings provided in Appendix I attached hereto.

A. Avel, through its employees, contracts with other providers, and affiliate health care facilities, provides remote telemedicine and telehealth services across multiple disciplines, including behavioral health and related services.

B. Department desires to access remote behavioral health professional resources provided by Avel to support officers who are responding to emergency situations involving individuals experiencing behavioral health crisis and to facilitate mental health assessments in place to avoid unnecessary transfers to an emergency room (“Services”).

C. The Parties desire to enter into this Agreement for the purposes described herein.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

Section 1.1 Term. This Agreement begins on the Effective Date and will continue for one (1) year (“Initial Term”), provided upon mutual written agreement, the Parties may elect to extend this Agreement in additional one (1) year increments (each, a “Renewal Term”, and together with the Initial Term, the “Term”).

ARTICLE II
AVEL CRISIS CARE SERVICES

Section 2.1 Crisis Care Services. Avel will make available to Department’s law enforcement officers access to remote mental health assessment services in emergency situations (as determined by Department’s law enforcement officers) furnished by qualified personnel (e.g. registered nurse, master level social worker, etc.). Avel’s personnel will commence services within thirty (30) minutes after receiving a law enforcement officer’s request. Department acknowledges mental health assessments take an average of thirty (30) minutes to complete, though actual assessment times may vary based on circumstances. When appropriate, Avel’s personnel may make recommendations to the law enforcement officer, and if requested, assist with de-escalation of an individual in crisis, provided final determinations are under all circumstances the responsibility of the law enforcement officer.

Section 2.2 Procedure for Crisis Care Services. Avel reserves all rights to determine the appropriate personnel and procedures associated with requesting and utilizing Services, provided, Avel will give Department reasonable advance notice of any material changes to procedures. After Department returns a signed Agreement, the Parties will begin working collaboratively to ensure Department personnel utilizing Services are adequately trained on the appropriate procedures associated with requesting and utilizing Services. From time to time, Avel may provide training materials and other aids to facilitate proper utilization of the Services.

Section 2.3 Inability to Provide Services. Department acknowledges circumstances may prevent Avel from performing the Services described herein, including without limitation, circumstances where an individual (a) requires immediate medical attention; (b) is too impaired by alcohol, prescription medication, or illicit drugs or is otherwise unable to comprehend a safety plan; (c) is too violent or disorderly as determined by the law enforcement officer; (d) is overdosing; or (e) is physically located in an emergency department.

Section 2.4 Hours of Availability. Services will be available to Department twenty-four hours per day, seven days a week.

ARTICLE III DEPARTMENT REPRESENTATIONS

Section 3.1 Department Requirements for Services. Department represents and warrants that throughout the Term Department will:

- a) Assign a primary point of contact with whom Avel may contact to obtain feedback through the utilization of surveys, interviews, and other methods of gathering information used for the development of telehealth services.
- b) Abide by local, state, and federal rules, regulations and laws of state associated with the Services described in this Agreement.
- c) Provide to Avel policies and procedures applicable to Services, and thereafter, provide timely and complete communication of any updates to Department policies and procedures.
- d) Collaborate with Avel IT and any third-party platform provider to the extent necessary to facilitate the utilization of the Services.

ARTICLE IV FEES/THIRD PARTY FUNDING

Section 4.1 Health Center Funding. Services furnished to Department are paid for by Eastern MT Community Mental Health Center ("Health Center") during the Initial Term. Following any discontinuance or unavailability of Health Center funding, the Parties will negotiate in good faith compensation and other terms associated with the Services.

ARTICLE V EQUIPMENT AND CONNECTIVITY

Section 5.1 Equipment and Connectivity Testing. Avel shall procure and configure all Equipment required to furnish Services ("Equipment"). Avel may also provide IT engineering support for ongoing hardware and software troubleshooting through the Term. Avel will retain all right, title, and interest in and to all Equipment furnished to Department. Upon the termination or expiration of this Agreement, Department will return Equipment in good working order within sixty (60) days at Department's expense.

Section 5.2 Connectivity. Equipment utilizes an Avel-furnished cellular connection for Services. Department will be responsible to work to resolve any cellular connection deficiencies impeding or otherwise preventing the effective utilization of the Services. Avel and Department will participate in connectivity and audio/video Equipment testing at intervals determined to be necessary by Avel.

Section 5.3 Department IT Responsibilities. Throughout the Term, Department agrees to promptly notify Avel IT prior to any Department information systems or security systems upgrades or modifications, and any modifications to maintenance schedules.

ARTICLE VI MARKETING AND INTELLECTUAL PROPERTY

Section 6.1 Consent to Inclusion on Avel Marketing Materials. While this Agreement is in effect, Department agrees and consents to the inclusion of its name and location in Avel eCARE® Department listings and service area maps. Department also agrees and consents to the use of Department's names in advertising Avel CARE® services with Avel so long as all such advertising is approved by Department, as applicable, in writing and in advance.

Section 6.2 Intellectual Property. All Intellectual Property and any improvements to Avel's Services or tools utilized in the provision of Services which are created and developed, even if not ultimately marketed, shall remain the sole property of Avel. Department disclaims any right to make ownership claims to any Intellectual Property and agrees to take all reasonable steps to ensure Avel maintains all ownership right, title and interest, in, to, and under such Intellectual Property rights, and further, shall execute or cause to be executed assignments and all other instruments and documents to the extent Avel determines to be reasonably necessary or appropriate to maintain Avel's ownership rights.

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.1 Minimum Insurance Requirements. Each Party shall maintain at its sole cost and expense the following insurance with required limits being minimum limits and which limits may not adequately insure the exposure. Such insurance may be maintained through commercial insurance contracts, a plan of self-insurance approved by the governing body of the Party maintaining such self-insurance, participation in a state specific patient compensation fund or professional excess liability fund or a combination of any of the above. Evidence of required coverage shall be provided upon receipt of a written request:

- 7.1.1 General liability in the amount of One Million Dollars (\$1,000,000) per occurrence; and
- 7.1.2 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 7.1.3 Applicable state statutory limits for workers compensation.
- 7.1.4 Without limiting any of the obligations or liabilities of Department, Department shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statutes of limitation or repose are in effect relating to the specific purposes of this Agreement, Network Security insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall provide twelve months of "credit watch" coverage for individuals whose protected health information has been inappropriately accessed.

In the event either Party procures a "claims-made" policy to meet the insurance requirements herein, such Party agrees, following the termination of the Agreement, to purchase an indefinite extended reporting endorsement "Tail" or to provide continuing coverage as required in the Agreement.

For purposes of this Agreement, the Parties agree that their respective employees are not employees of the other Party and are not eligible for workers' compensation coverage carried by the other Party. Each Party agrees to provide for its employees necessary workers' compensation protection, as required by law.

Section 7.2 Mutual Indemnification. Avel agrees to hold harmless and indemnify Department, and its respective officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the negligence, misconduct, error or omission of any officer, agent or employee of Avel. To the extent allowed under applicable law, Department agrees to hold harmless and indemnify Avel, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the negligence, misconduct, error or omission of any officer, agent or employee of Department.

ARTICLE VIII TERMINATION

Section 8.1 “For Cause” Termination. This Agreement may be terminated by either Party based upon the occurrence of any of the following: (i) a material breach of any term or condition of this Agreement, or any related Agreement, provided the breaching Party shall be provided written notice describing the breach with a reasonable detail and thereafter be granted thirty (30) days from the receipt of such notice to remedy the material breach; (ii) Department’s failure to pay when due any amount owing to Avel which amount remains unpaid five (5) days following any due date; (iii) the insolvency, receivership, or bankruptcy of either Party, (iv) the dissolution, liquidation, or substantial cessation of business of either Party, or (iv) as otherwise provided in of this Agreement.

Section 8.2 Termination Due to Lack of Health Center Funding. The parties acknowledge Services described herein are funded by Health Center, and Departments continued receipt of such services will be subject to continued availability of such funding. If during the Term, the Health Center funding is unavailable, Department will have a 90-day option to terminate this Services Agreement by providing notice to Avel of its desire to discontinue services, provided (i) Department will remain liable to pay all amounts owed through the date of termination and (ii) provides Avel with no less than thirty (30) days written notice prior to the termination date.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Compliance. The Parties agree to maintain compliance with applicable state and federal laws, ordinances and regulations.

Section 9.2 Participation in Government Programs. The Parties represent and warrant that their respective officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (c) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in a Party being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during this Agreement and the Party shall immediately notify the other Party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give a Party the right to terminate this Agreement immediately for cause.

Section 9.3 Confidentiality. All data and information and know-how, in whatever form transmitted, including, but not limited to, information concerning a Party’s past, present and future business affairs, business plans, operations or systems, the terms of this Agreement, pricing information, personal information of any employee or any person evaluated using the Services, and all operation manuals and procedures applicable to the provision of the services (“Confidential Information”), furnished from one Party (“Disclosing Party”) to the other Party (“Receiving Party”) shall be regarded as confidential, and shall remain the sole property of the Party initially providing the information, and shall be held in confidence and safekeeping for the sole use of the Parties under the terms of this Agreement. Confidential Information as used herein will expressly include any information the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. The Receiving Party agrees to treat all Confidential Information with the same degree of care, and will make no use of such Confidential Information during the existence of this Agreement except pursuant to the receipt or delivery of services.

The Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party. Except as otherwise

provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission. The Parties agree that a breach of the terms of this subsection would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The Parties agree that in the event of such breach or threatened breach the Disclosing Party shall be entitled to seek an injunction to prevent or attempt to mitigate the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

Section 9.4 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, except that this Agreement may be assigned by Avel to the survivor in any merger or other business combination, or to the purchaser of substantially all of the assets of Avel, or to an entity controlling, controlled by, or under common control with Avel.

Section 9.5 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Avel: Avel eCARE
4500 North Lewis Avenue
Sioux Falls, SD 57104
ATTN: CEO

With copy to: Avel eCARE
4500 North Lewis Avenue
Sioux Falls, SD 57104
ATTN: Contracting Department

Department: Miles City Police Department
210 S Winchester Ave
Miles City, MT 59301
ATTN: Chief of Police Doug Colombik

Either Party may change its address for notices under this Agreement by giving written notice of such change to the other Party.

Section 9.6 Governing Law. This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of South Dakota and venue of any proceedings arising hereunder shall be in said state.

Section 9.7 Integration of Terms. This Agreement together with all ancillary agreements constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding between the Parties with respect to its subject matter. This Agreement may not be modified or amended except by a writing executed by both Parties.

Section 9.8 No Waiver. No waiver of breach or any failure of Avel to exercise any option, right, or privilege in accordance with the terms of this Agreement or any Avel act on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

Section 9.9 Medicare Access. In accordance with 42 U.S.C. § 1395x(v)(1)(i) & (ii), until the expiration of four (4) years after the furnishing of services under this Agreement, the Parties shall make available, upon written request by the Secretary, U.S. Department of Health and Human Services or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of costs of any agreement between the Parties.

In the event of a request for access under the cited provisions, the Parties agree to notify each other immediately and to consult with each other regarding what response will be made to the request.

In the event that a Party fails to comply with the terms and provisions of this agreement relating to the retention and production of documents, that Party agrees to indemnify and make whole the other Party for any third-party reimbursement it may lose as the result of the refusal of that Party or its subcontractor to maintain or produce documents in accordance with the provisions herein.

The provisions relating to the retention and production of documents set forth herein is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to such agreements or contracts between the Parties, and if this Section should be found to be inapplicable, then these clauses shall be deemed to be inoperative and without force and effect.

Section 9.10 Independent Contractor. Avel and Department agree that the Services to be rendered by Avel (or its designees) under the terms of this Agreement are the services of an independent contractor and nothing under this Agreement is intended nor shall be construed to create between Department and Avel an employer/employee relationship, a joint venture relationship, a lease or landlord/tenant relationship, or to allow Department to exercise control or direction over the manner or method by which Avel provides Services that are the subject matter of this Agreement, provided that such Services are rendered in a professional and competent manner in keeping with the policies and directives of Department. Avel understands that Department will not pay or withhold on behalf of Avel any sums for federal or state income tax, any other federal or state tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement and that all such payments and withholdings are the sole responsibility of Avel. In the event a claim, demand, or action is brought against Department for such taxes, premiums or other withholdings, Avel agrees to indemnify and hold harmless Department for such claim and any related expenses (including attorney's fees).

NOW, THEREFORE, the Parties agree to be bound to the above terms and conditions by signing below.

AVEL eCARE MEDICAL GROUP, P.C.

MILES CITY POLICE DEPARTMENT

By: Avel eCare LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX I
Definitions

Except where clearly indicated otherwise by the context of any particular Section herein, capitalized terms used in this Agreement have the following meanings:

“IT” means information technology and includes related services necessary to support connectivity and other technical components necessary for the delivery of Services.

“Intellectual Property” means all proprietary rights of every kind and nature however denominated, throughout the world, including but not limited to rights in and to patents of any type or nature and patentable inventions; copyrights, industrial designs, and other works of authorship, whether or not registered, proprietary methods, processes, and procedures, confidential information, trade secrets, know how, and database rights; trademarks, trade names, service marks, service names, brands, trade dress, domain names, and logos, whether or not registered.

“Services” will have the meaning provided in the preamble and further described in Article II, subject to all limitations in the Agreement.

“Renewal Term” will have the meaning provided in Article I.

“Telehealth” means the utilization of two-way audio and video technology to provide healthcare services where an Avel professional is in a different location than the individual who is undergoing an assessment or the law enforcement office that is receiving other Services.

“Term” will have the meaning provided in Article I and will be inclusive of any Renewal Term(s).

Edward Kanduch - Interim Fire Chief (11/14/2023 - 03/31/2024)

Anniversary Date	10/1/2023	Fire Chief
Hire Date	10/1/2012	Non-Union
Base	\$ 3,574.59	Confirmed Firefighter
Rank	\$ 854.33	Captain
		10 Yrs (Placement on Matrix)
		Wage Matrix
		\$ 6,545.85
1% Annual Longevity per year (Montana Code Annotated)	0.11	1% Annual Longevity per year (Montana Code Annotated)
Longevity	\$ 487.18	Longevity
Base Rate	\$ 4,916.10	Base Rate
EMS Incentive Pay	\$ 264.52	AEMT
Stipend Pay	\$ 332.44	Inspector
Differential Pay (Additional Pay as Interim Fire Chief)	\$ 2,349.79	Difference between Captain Base Wage and Fire Chief Base Wage (\$7,265.89-\$4,916.10=\$2,349.79)
Instructor 1	\$ 25.02	Interim Fire Chief Cost
Hourly Base	\$ 7,887.87	\$ 8,224.28
Bi Monthly Hourly Base	\$ 3,943.94	
Hourly Rate	\$ 43.34	
Xtra Day	\$ 346.72	
Monthly Shift Wage	\$ 8,234.59	

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
137957	-99303C	4130 IBS, Inc.	757.57					
1	824800 08/30/23	Shop Supplies	126.01		33089	2510 107 430220	220	101000
2	824800 08/30/23		31.50		33089	2520 108 430220	220	101000
3	824800 08/30/23		78.76		33089	5210 23 430550	220	101000
4	824800 08/30/23		78.76		33089	5310 31 430630	220	101000
5	822550 08/03/23		106.56		33089	2510 107 430220	222	101000
6	822550 08/03/23		26.64		33089	2520 108 430220	222	101000
7	822550 08/03/23		66.60*		33089	5210 23 430550	222	101000
8	822550 08/03/23		66.60		33089	5310 31 430630	222	101000
9	827144 09/26/23		70.46		33089	2510 107 430220	220	101000
10	827144 09/26/23		17.61		33089	2520 108 430220	220	101000
11	827144 09/26/23		44.04		33089	5210 23 430550	220	101000
12	827144 09/26/23		44.03		33089	5310 31 430630	220	101000
137968	87348S	2910 TONGUE RIVER ELECTRIC	91.24					
1	11/25/23	Mildred Tower	44.45		33424	2850 105 420140	341	101000
2	11/25/23	Government Hill Tower	46.79		33424	2850 105 420140	341	101000
137969	-99295C	4019 WEX BANK	15,172.84					
1	11/30/23	FUEL	928.51		33504	1000 13 460433	231	101000
3	11/30/23	FUEL	3,086.67		33504	2510 107 430220	231	101000
4	11/30/23	FUEL	771.67		33504	2520 108 430220	231	101000
8	11/30/23	FUEL	723.82		33091	5310 33 430640	231	101000
10	11/30/23	FUEL	1,613.64		32689	1000 7 420460	231	101000
11	11/30/23	FUEL	1,081.56		32689	5510 10 420730	231	101000
12	11/30/23	FUEL	3,507.14		33144	1000 5 420140	231	101000
13	11/30/23	FUEL	187.55		33144	1000 21 440600	231	101000
15	11/30/23	FUEL	1,131.00		33091	5210 23 430550	231	101000
16	11/30/23	FUEL	1,131.00		33091	5310 31 430630	231	101000
17	11/30/23	FUEL	1,010.28*		1674	5610 87 430300	231	101000
137970	87349S	2914 TOURISM BUSINESS IMPROVEMENT	35,682.00					
1	11/30/23	TBID ~ Monthly November	35,682.00			7370 212500		101000
137971	87343S	394 BOSS INC	3,113.99					
1	581841 10/25/23	Finance	94.11		33309	1000 3 410500	210	101000
2	582261 10/25/23		813.64		33309	5210 25 430510	210	101000
3	584031 11/02/23		813.64		33309	5310 29 430610	210	101000
4	572360 09/08/23	City Attorney	951.69*		32954	1000 4 411100	210	101000
5	584352 11/03/23	Police	22.99		33146	1000 5 420140	210	101000
6	582229 11/01/23		46.99		33143	1000 5 420140	210	101000
7	581610 10/20/23	Dispatch	12.99		33418	1000 5 420160	210	101000
8	575958 09/25/23	Dispatch	60.78		33418	1000 5 420160	210	101000
9	579593 10/11/23	Fire	67.04		32681	1000 7 420460	220	101000

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10	579593 10/11/23		42.86		32681	5510 10 420730	220	101000
11	583020 10/29/23	Planning/PW	48.28		33517	1000 36 411020	320	101000
12	572823 09/11/23	City Court	21.99		31408	1000 6 410300	210	101000
13	583219 10/30/23		116.99		31408	1000 6 410300	210	101000
137972	87337S 2830	STAR PRINTING & SUPPLY	258.45					
1	304247 09/25/23	Noble	258.45*		304247	1000 4 411100	210	101000
137973	87346S 572	VERIZON WIRELESS	720.18					
1	11/25/23	SIMS Cards MCPD, CCSO, PCSO, G	720.18		33421	2850 105 420140	345	101000
137974	-99300C 1921	MONTANA MUNICIPAL INTERLOCAL	259.37					
1	11/05/23	November Retiree Premiums	259.37			1000 362022		101000
137977	-99296E 373	MASTERCARD	30,601.45					
1	11/20/23		143.31*			1000 3 410500	220	101000
2	11/20/23		54.95			1000 5 420140	210	101000
3	11/20/23		229.78			1000 5 420140	220	101000
4	11/20/23		29.08			1000 5 420140	311	101000
5	11/20/23		79.09			1000 5 420140	347	101000
6	11/20/23		39.99			1000 5 420140	350	101000
7	11/20/23		432.98			1000 5 420140	366	101000
8	11/20/23		202.98			1000 5 420160	210	101000
9	11/20/23		100.00			1000 5 420160	214	101000
10	11/20/23		139.98			1000 6 410300	210	101000
13	11/20/23		68.16			1000 7 420460	210	101000
14	11/20/23		123.32			1000 7 420460	217	101000
15	11/20/23		165.65			1000 7 420460	220	101000
16	11/20/23		240.00			1000 7 420460	334	101000
17	11/20/23		67.06			1000 7 420460	364	101000
18	11/20/23		144.56			1000 7 420460	370	101000
19	11/20/23		196.17			1000 13 460433	214	101000
20	11/20/23		19.70			1000 13 460433	220	101000
21	11/20/23		364.52			1000 13 460433	230	101000
22	11/20/23		293.73			1000 13 460433	226	101000
23	11/21/23		147.00			1000 13 460433	231	101000
24	11/20/23		219.94			1000 13 460433	363	101000
25	11/20/23		102.93*			1000 21 440600	220	101000
26	11/20/23		120.87*			1000 21 440600	366	101000
27	11/20/23		25.68*			1000 21 440600	311	101000
28	11/20/23		119.84			1000 36 411020	311	101000
30	11/20/23		69.99			1000 36 411020	360	101000
31	11/20/23		35.20			2220 16 460100	214	101000
34	11/20/23		119.81			2220 16 460100	311	101000
36	11/20/23		114.51			2220 16 460100	360	101000

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37	11/20/23		215.68			2220 16 460100	370	101000
38	11/20/23		21.87			2510 107 430220	210	101000
39	11/20/23		596.00			2510 107 430220	214	101000
40	11/20/23		6.79			2510 107 430220	214	101000
41	11/20/23		1,869.65			2510 107 430220	220	101000
42	11/20/23		218.56			2510 107 430220	230	101000
43	11/20/23		36.00			2510 107 430220	226	101000
44	11/20/23		2,305.33			2510 107 430220	363	101000
46	11/20/23		5.47			2520 108 430220	210	101000
47	11/20/23		150.70			2520 108 430220	214	101000
48	11/20/23		467.45			2520 108 430220	220	101000
49	11/20/23		9.00			2520 108 430220	226	101000
50	11/20/23		54.66			2520 108 430220	230	101000
51	11/20/23		576.32			2520 108 430220	363	101000
52	11/20/23		160.04			2850 105 420140	345	101000
53	11/20/23		713.96			2880 112 460100	382	101003
54	11/20/23		43.44			2985 15 450351	220	101008
55	11/20/23		347.59			5210 22 430530	220	101000
56	11/20/23		165.87			5210 22 430530	230	101000
57	11/20/23		9.82			5210 22 430530	363	101000
59	11/20/23		412.70			5210 22 430530	370	101000
60	11/20/23		329.27			5210 22 430530	380	101000
61	11/20/23		251.23			5210 23 430550	214	101000
62	11/20/23		775.08			5210 23 430550	220	101000
63	11/20/23		953.80			5210 23 430550	230	101000
64	11/20/23		114.93			5210 23 430550	235	102270
65	11/20/23		348.01			5210 23 430550	369	101000
66	11/20/23		186.25			5210 25 430510	214	101000
67	11/20/23		5.33			5210 25 430510	220	101000
68	11/20/23		10.01			5210 80 430540	220	101000
69	11/20/23		855.45			5210 80 430540	222	101000
70	11/20/23		73.98			5210 80 430540	230	101000
73	11/20/23		4.02			5210 80 430540	311	101000
74	11/20/23		412.70			5210 80 430540	370	101000
75	11/20/23		219.51			5210 80 430540	380	101000
76	11/20/23		186.25			5310 29 430610	214	101000
77	11/20/23		5.33			5310 29 430610	220	101000
78	11/20/23		251.25			5310 31 430630	214	101000
79	11/20/23		881.28			5310 31 430630	220	101000
80	11/20/23		43.80			5310 31 430630	230	101000
81	11/20/23		347.91			5310 31 430630	363	101000
82	11/20/23		147.67			5310 32 430690	220	101000
85	11/20/23		1.94			5310 32 430690	230	101000
86	11/20/23		247.62			5310 32 430690	370	101000
87	11/20/23		131.71			5310 32 430690	380	101000

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88	11/20/23		180.07			5310 33 430640	220	101000
89	11/20/23		411.19			5310 33 430640	222	101000
90	11/20/23		450.10			5310 33 430640	230	101000
91	11/20/23		2.31			5310 33 430640	311	101000
92	11/20/23		363.85			5310 33 430640	352	101000
93	11/20/23		412.70			5310 33 430640	370	101000
94	11/20/23		219.51			5310 33 430640	380	101000
95	11/20/23		259.98*			5510 10 420730	210	101000
96	11/20/23		53.52			5510 10 420730	220	101000
97	11/20/23		4,942.02			5510 10 420730	222	101000
98	11/20/23		675.00			5510 10 420730	241	101000
99	11/20/23		361.40			5510 10 420730	364	101000
100	11/20/23		330.80			5510 10 420730	380	101000
101	11/20/23		21.74			5610 87 430300	210	101000
102	11/20/23		557.16*			5610 87 430300	230	101000
103	11/20/23		139.00			5610 87 430300	334	101000
104	11/20/23		259.42			5610 87 430300	345	101000
105	11/20/23		82.34*			5610 87 430300	363	101000
106	11/20/23		288.00*			5610 87 430300	380	101000
107	11/20/23		1,089.01*			6040 910 430220	210	101000
108	11/20/23		92.61			6040 910 430220	220	101000
109	11/20/23		27.71*			6040 910 430220	334	101000
137978	-99302C	4187 MOFI	1,162.96					
1	11/09/23	Fire Training Center Payment55	636.52			1000 7 490500	654	101000
2	11/09/23		526.44			1000 7 490500	655	101000
137979	87339S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	182.00					
1	61250 10/06/23	City Hall Rugs	20.50		33389	1000 8 411230	360	101000
2	61492 10/17/23	City Hall Rugs	34.50		33397	1000 8 411230	360	101000
3	61177 10/03/23		34.50		33383	1000 8 411230	360	101000
5	61731 10/27/23	WWTP	15.00		33171	5310 33 430640	360	101000
6	61674 10/25/23	WWTP	19.50		33171	5210 22 430530	360	101000
7	61194 10/03/23	PD	18.00		33116	1000 5 420140	360	101000
8	61514 10/17/23	PD	18.00		33130	1000 5 420140	360	101000
9	61951 11/08/23	Library	22.00		33454	2220 16 460100	360	101000
137980	-99294E	1970 MONTANA DAKOTA UTILITIES	45,943.49					
1		GAS/ELECTRIC ~ FD	345.52			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	291.76			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	253.72			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	307.09			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	757.77			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	258.92			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	118.37			1000 14 460445	341	101000

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8		GAS/ELECTRIC ~ Animal Shelter	45.73			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	33.56			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	518.08			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	185.71			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 165	4,648.55			2400 46 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	8,829.40			2400 46 430263	533	101000
16		GAS/ELECTRIC ~ District 167	656.01			2420 48 430263	341	101000
17		GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533	101000
18		GAS/ELECTRIC ~ District 171	203.86			2430 49 430263	341	101000
19		GAS/ELECTRIC ~ District 172	1,409.52			2440 50 430263	341	101000
20		GAS/ELECTRIC ~ District 202	136.08			2470 72 430263	341	101000
21		GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533	101000
22		GAS/ELECTRIC ~ District 173	37.40			2480 47 430263	341	101000
23		GAS/ELECTRIC ~ Sewer Lift	123.64			2510 107 430220	341	101000
28		GAS/ELECTRIC ~ Water Plant	5,733.09			5210 22 430530	341	101000
30		GAS/ELECTRIC ~ Water Plant	860.22			5210 22 430530	344	101000
31		GAS/ELECTRIC ~ Fish & Game	23.56			5210 23 430550	341	101000
32		GAS/ELECTRIC ~ Fish & Game	21.80			5210 23 430550	344	101000
33		GAS/ELECTRIC ~ Fish & Game	23.56			5310 31 430630	341	101000
34		GAS/ELECTRIC ~ Fish & Game	21.80			5310 31 430630	344	101000
35		GAS/ELECTRIC ~ Sewer Lift	2,119.25			5310 32 430690	341	101000
36		GAS/ELECTRIC ~ Sewer Lift	173.23			5310 32 430690	344	101000
38		GAS/ELECTRIC ~ Ambulance	155.24			5510 10 420730	341	101000
39		GAS/ELECTRIC ~ Ambulance	131.08			5510 10 420730	344	101000
42		GAS/ELECTRIC ~ Shop	423.74			6040 910 430220	341	101000
43		GAS/ELECTRIC ~ Shop	166.57			6040 910 430220	344	101000
44		FISH & GAME ~ ELECTRIC	37.69			2510 107 430220	341	101000
45		FISH & GAME ~ ELECTRIC	34.88			2510 107 430220	344	101000
46		FISH & GAME ~ ELECTRIC	9.42			2520 108 430220	341	101000
47		FISH & GAME ~ ELECTRIC	8.72			2520 108 430220	344	101000
50		Airport Electric	923.96			5610 87 430300	341	101000
51		Airport Gas	580.46			5610 87 430300	344	101000
54		N Daly Sewer Treatment Plant	12,967.22			5310 33 430640	341	101000
55		419 N 7th Gallery PD	80.82			1000 5 420140	344	101000
56		419 N 7th Gallery PD	199.53			1000 5 420140	341	101000
57		419 N 7th PD	133.08			1000 5 420140	341	101000
58		419 N 7th PD	222.67			1000 5 420140	344	101000
59		Spotted Eagle Walleyes	27.33			1000 13 460433	341	101000
60		Splash Pad	26.68			1000 13 460433	341	101000
61		Bender MC Softball	142.32			1000 13 460433	341	101000
62		Bender MCC Softball	154.18			1000 13 460433	341	101000

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137981	87350S	700 CUSTER COUNTY WATER & SEWER	21,279.86					
1	11/30/23	CCWSD Water/Sewer Collections	21,279.86			7980 211020		101000
137982	87351S	371 GENERAL DISTRIBUTING CO.	161.57					
1	1313555 11/29/23	O2 on Account # 47473	103.82		32697	5510 10 420730	222	101000
2	1316005 11/30/23	Nitrous	57.75		32697	5510 10 420730	222	101000
137986	87352S	4013 SOLESTONE REIMB SERVICES	14,762.90					
1	13142 11/01/23	October Billing	3,143.40		32691	5510 10 420730	350	101000
2	13177 12/01/23	November Billing	11,619.50		32699	5510 10 420730	350	101000
137987	87353S	3292 MONTANA AIR CARTAGE	310.77					
1	103123 11/28/23	Partners Program crate deliver	255.75		33462	2880 39 460100	311	101000
2	837945 10/17/23	Delivery	55.02		33177	5210 80 430540	352	101000
137988	87334S	1721 MID RIVERS TELEPHONE CORP	4,016.35					
1		CITY COURT	121.73		31407	1000 6 410300	345	101000
3		LIBRARY	154.12		33451	2220 16 460100	345	101000
4			60.00		33451	2220 16 460100	347	101000
5		CITY POOL	47.80			1000 14 460445	345	101000
6		911 EMERGENCY	475.18		33413	2850 105 420140	341	101000
7		RSVP	125.04		32346	2985 15 450340	345	101000
8		AIRPORT	57.52		1672	5610 87 430300	345	101000
9			156.95		1672	5610 87 430300	319	101000
10			24.80		1672	5610 87 430300	347	101000
11		MAYOR	74.56			1000 1 410200	345	101000
12		FINANCE	100.80			1000 3 410500	345	101000
13			8.70			1000 3 410500	347	101000
14		ATTORNEY	109.17			1000 4 411100	345	101000
15		POLICE	331.30			1000 5 420140	345	101000
16			57.86			1000 5 420140	347	101000
17		PD/DISPATCH	193.28			1000 5 420160	345	101000
18		FIRE	226.33			1000 7 420460	345	101000
19			50.69			1000 7 420460	347	101000
20		TREASURER	56.03			1000 9 410540	345	101000
21		PARK DEPT	74.83			1000 13 460433	345	101000
22			26.82			1000 13 460433	347	101000
23		ANIMAL CONTROL	73.48			1000 21 440600	345	101000
24			44.95			1000 21 440600	347	101000
25		PLANNING	41.07			1000 36 411020	345	101000
26		Flood	52.24			1000 201 431200	345	101000
27		BUILDING INSPECTION	78.29			2394 18 420531	345	101000
28		MMD #204	135.21			2510 107 430220	345	101000
29		MMD #205	77.33			2520 108 430220	345	101000

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30	WATER PLANT		85.57			5210 22 430530	345	101000
31			22.82			5210 22 430530	347	101000
32	WATER LINES		133.00			5210 23 430550	345	101000
33			11.83			5210 23 430550	347	101000
34	WATER ADMIN		60.62			5210 25 430510	345	101000
35			1.04			5210 25 430510	347	101000
36	WASTE WATER ADMIN		60.61			5310 29 430610	345	101000
37			1.04			5310 29 430610	347	101000
38	SEWER LINES		133.01			5310 31 430630	345	101000
39			23.81			5310 31 430630	347	101000
40	WWTP		72.61			5310 33 430640	345	101000
41			44.95			5310 33 430640	347	101000
42	AMBULANCE		130.42			5510 10 420730	345	101000
43			24.96			5510 10 420730	347	101000
44	CITY SHOP		105.97			6040 910 430220	345	101000
45			26.92			6040 910 430220	347	101000
47			0.03			2935 11 460461	347	101000
48	URBAN RENEWAL		40.57			2310 11 460462	345	101000
49			0.49			2310 11 460462	347	101000
137989	87354S 316 DATA IMAGING SYSTEMS, INC		9,038.00					
1	Finance General		171.98			1000 3 410500	360	101000
2	Finance & Administration Water		107.63*			5210 25 430510	360	101000
3	Finance & Administration Sewer		107.63*			5310 29 430610	360	101000
4	Mayor		57.33			1000 1 410200	360	101000
5	Planning & Community Services		57.33			1000 36 411020	360	101000
6	Public Utilities Water		123.83			5210 23 430550	360	101000
7	Public Utilites Sewer		123.83			5310 31 430630	360	101000
8	Public Works Maint 204		81.40			2510 107 430220	360	101000
9	Public Works Maint 205		43.57			2520 108 430220	360	101000
10	Treasurer		57.33			1000 9 410540	360	101000
11	TIF		57.33			2310 11 460462	360	101000
12	Building Inspector		123.81			2394 18 420531	360	101000
13	12735 11/05/23 IT Monthly Fees Dispatch		2,990.00		33425	2850 105 420140	350	101000
14	12268 08/23/23 Computer		4,935.00*		32698	5510 10 420730	210 11	101000
137990	-99301C 523 CITY SERVICE, INC.		1,226.73					
1	11/09/23 5000 Gallon Truck Principle		1,061.92		1337	5610 87 490500	650	101000
2	11/09/23 5000 Gallon Truck Interest		164.81		1337	5610 87 490500	651	101000

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137991	-99298E	4360 ALLEGIANCE BENEFIT PLAN MGMT	87.50					
1		FSA/HSA Admin Fees	4.55			1000 13 460433	143	101000
2			0.26			1000 36 411020	143	101000
3			0.35			1000 201 431200	143	101000
4			6.65			2510 107 430220	143	101000
5			1.84			2520 108 430220	143	101000
6			0.09			2540 109 430220	143	101000
7			3.68			5210 23 430550	143	101000
8			3.59			5310 31 430630	143	101000
9			5.69			5210 22 430530	143	101000
10			2.36			5310 33 430640	143	101000
11			1.49			5310 32 430690	143	101000
12			1.93			6040 910 430220	143	101000
13			0.79			5310 29 430610	143	101000
14			0.79			5210 25 430510	143	101000
15			17.06			1000 5 420140	143	101000
16			6.39			1000 5 420160	143	101000
17			1.14			1000 21 440600	143	101000
18			9.80			1000 7 420460	143	101000
19			4.81			5510 10 420730	143	101000
20			4.90			2220 16 460100	143	101000
21			2.89			1000 3 410500	143	101000
22			1.49			1000 6 410300	143	101000
23			1.23			1000 4 411100	143	101000
24			2.45			5610 87 430300	143	101000
25			1.23			2985 15 450340	143	101000
26			0.05			2935 11 460461	143	101000
137992	87355S	4386 KIMBERLY MEES	750.00					
1	11/26/23	PD Cleaning November 23	750.00		33763	1000 5 420140	350	101000
137993	87356S	4429 RICE & MARTIN, P.C.	100.00					
1	11/24/23	Law Library Prof Services	100.00			1000 4 411100	350	101000
138017	-99299C	1407 KLJ ENGINEERING LLC	4,884.65					
1	101965 09/22/23	GIS Data Maintenance	2,844.21		33415	2850 105 420140	350	101000
2	10198119 10/19/23		2,040.44		33415	2850 105 420140	350	101000
138018	-99297C	4364 MONTANA MUNICIPAL INTERLOCAL	2,592.00					
1	WC00046 10/24/23	Part Paid Firefighters Presum	1,581.12			1000 7 420460	142	101000
2	WC00046 10/24/23		1,010.88			5510 10 420730	142	101000

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138019	87333S	1120 C & J ELECTRIC	2,126.56					
1	3959 10/04/23	Locate Street Light Wires for	100.00		33508	2440 50 430263	360	101000
2	3053 10/11/23	MP70/U/Med DC	354.06		33508	1000 13 460433	350	101000
3	3757 11/03/23	Light Replacements	1,385.00		33508	2430 49 430263	230	101000
4	3757 11/03/23		287.50		33508	2430 49 430263	360	101000
138020	87335S	3286 WPCI	400.00					
1	67530 10/31/23	2024 Annual Billing Random Dru	76.00			2510 107 430220	350	101000
2	67530 10/31/23		76.00			2520 108 430220	350	101000
3	67530 10/31/23		68.00			1000 13 460433	350	101000
4	67530 10/31/23		44.00			6040 910 430220	350	101000
5	67530 10/31/23		56.00			5210 23 430550	350	101000
6	67530 10/31/23		56.00			5310 31 430630	350	101000
7	67530 10/31/23		24.00*			5610 87 430300	350	101000
138021	87336S	671 CUSTER COUNTY TREASURER	42.75					
1	11/22/23	Title/Registration/Plates	34.20		33518	2510 107 430220	334	101000
2	11/22/23		8.55		33518	2520 108 430220	334	101000
138023	87338S	4171 FERGUSON WATERWORKS #1701	9,296.40					
1	08313685 09/27/23	Meter Account	1,895.00		33079	5210 23 430550	214	101000
2	36061 10/31/23	Service	64.99		33093	5210 23 430550	220	101000
3	0872500 11/01/23	Meter Account	4,836.48		33093	5210 23 430550	214	101000
4	0869141 09/28/23	Meter Account	2,437.43		33093	5210 23 430550	350	101000
5	0872923 11/01/23	Meter Account	62.50		33093	5210 23 430550	369	101000
138024	87340S	268 MILES CITY SANITATION INC.	32.00					
1	3B153646 11/01/23	Garbage Services	32.00		33149	1000 5 420140	220	101000
138025	87341S	1737 MC AREA SOLID WASTE DISTRICT	593.45					
1	09/30/23	Quarterly Charge	71.12			6040 910 430220	346	101000
2	09/30/23		71.12			5210 22 430530	346	101000
3	09/30/23		47.41			1000 7 420460	346	101000
4	09/30/23		47.41			5510 10 420730	346	101000
5	09/30/23		47.41			1000 8 411230	346	101000
6	09/30/23		237.06			1000 13 460433	346	101000
7	09/30/23		47.42			5310 33 430640	346	101000
8	77336 09/19/23	Airport	14.50*		1655	5610 87 430300	230	101000
9	77328 09/19/23	Police	5.00		33111	1000 5 420140	220	101000
10	77339 09/19/23	Police	5.00		33111	1000 5 420140	220	101000

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138026	87342S	4461 BREINER MACHINE	1,841.34					
1	01 11/17/23	T102 Tow Bar	1,841.34*		1679	5610 87 430300	230	101000
138027	87357S	999999 KEN STEIN	5.94					
1	11/08/23	US Post Certified Mail	5.94		31409	1000 6 410300	311	101000
138028	87358S	2537 RDO EQUIPMENT CO	9,280.20					
1	256213 11/01/23	Latch	35.10		33092	5210 23 430550	363	101000
2	256213 11/01/23		35.10		33092	5310 31 430630	363	101000
3	2177812 11/13/23	Cutting Edges/Unit 45, 46	7,368.00		32468	2510 107 430220	363	101000
4	2177812 11/13/23		1,842.00		32468	2520 108 430220	363	101000
138029	87359S	869 EAST MONT COMMUNICATIONS	4,190.50					
1	29759 11/06/23	Radio Repair	200.00		33419	2850 105 420140	350	101000
2	29779 11/15/23	Hathaway Repeater Repair	3,990.50		33426	2850 105 420140	940	101000
138030	87360S	2560 REGAN PLUMBING & HEATING	42.48					
1	14911 11/07/23	Brass Nipple, PVC 90/IPS Ball	42.48		33515	1000 13 460433	220	101000
138031	87361S	4221 DPHSS-EHFS	200.00					
1	11/03/23	2024 License Renewal	200.00*		33514	1000 13 460433	334	101000
138032	87362S	2510 QUAD K SUPPLY	161.99					
1	68080 11/06/23	Cleaning Supplies	161.99		33510	1000 8 411230	360	101000
138033	87363S	4038 BOBCAT OF MILES CITY	1,024.08					
1	70628 10/24/23	Bristle Poly HD Convolute & Fl	409.63		33509	2510 107 430220	363	101000
2	70628 10/24/23		102.41		33509	2520 108 430220	363	101000
3	70628 10/24/23		256.02		33509	5210 23 430550	363	101000
4	70628 10/24/23		256.02		33509	5310 31 430630	363	101000
138034	87364S	999999 PONDERA COUNTY SHERIFF'S OFFICE	82.80					
1	10/10/23	City Court Warrant Served in P	82.80		33150	1000 5 420140	220	101000
138035	87365S	4428 A & I DISTRIBUTORS	1,003.85					
1	4002949 11/13/23	Oil & Washer Fluid	401.54		32470	2510 107 430220	231	101000
2	4002949 11/13/23		100.38		32470	2520 108 430220	231	101000
3	4002949 11/13/23		250.97		32470	5210 23 430550	231	101000
4	4002949 11/13/23		250.96		32470	5310 31 430630	231	101000

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138036	87366S	4274 SHOP SPECIALTIES, LLC	358.00					
1	2077126 11/09/23	Waste Oil Heater	143.20		32469	2510 107 430220	350	101000
2	2077126 11/09/23		35.80		32469	2520 108 430220	350	101000
3	2077126 11/09/23		89.50		32469	5210 23 430550	350	101000
4	2077126 11/09/23		89.50		32469	5310 31 430630	350	101000
138037	87367S	273 BALCO UNIFORM CO.	4,823.04					
1	76670 11/13/23	Razor Armor Lvl 2 Body Armor 5	4,740.00		33752	1000 5 420140	220	101000
2	76670 11/13/23	Nametape & Shipping	83.04		33752	1000 5 420140	220	101000
138038	87368S	4253 DOUBLE J CONCRETE & CARPENTRY,	2,692.00					
1	0026 11/15/23	Tear Out, Set Up, Sidewalk & S	2,692.00		33519	2510 107 430233	230	101000
138039	87344S	4426 APG YELLOWSTONE NEWS	308.91					
1	10/31/23	PW/Planning/Engineering	308.91		33512	1000 36 411020	331	101000
138040	87369S	1986 JACKS BODY SHOP	405.00					
1	9115 11/05/23	PD Tow Ford Focus	240.00		33753	1000 5 420140	220	101000
2	9123 12/01/23	PD Tow 07 Chevy Malibu	165.00		33757	1000 5 420140	220	101000
138042	87370S	1571 TWO RIVERS FORD	5,785.67					
1	702584 11/07/23	Cap	11.15		32692	1000 7 420460	364	101000
2	228739 11/24/23	2017 Ford Explorer Replace Aut	5,774.52		33762	1000 5 420140	366	101000
138043	87371S	4216 BIG SKY GUTTERS & DOORS	1,083.52					
1	8708 10/14/23	Door	660.95*		32685	1000 7 420460	400	101000
2	8708 10/14/23		422.57		32685	5510 10 420730	400	101000
138044	87372S	999999 HAIDEN OAKLAND	77.40					
1	70083430 11/15/23	Reimburse for Downspout	77.40*		1678	5610 87 430300	230	101000
138045	87373S	4395 JOE JOHNSON EQUIPMENT	5,000.00					
1	1323 11/17/23	#44 Brooms	4,000.00		32471	2510 107 430220	363	101000
2	1323 11/17/23		1,000.00		32471	2520 108 430220	363	101000
138046	87345S	4162 CROSS PETROLEUM SERVICE	938.88					
1	109599 11/20/23	Aviation Oil	938.88		1681	5610 87 430300	250	101000
138047	-99293C	4003 SHI INTERNATIONAL CORP	602.00					
1	B17118959 07/19/23	Microsoft Office X2	602.00*		33311	1000 3 410500	220	101000

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138048	87374S 999999 LORI DOEDEN		94.80					
1	11/30/23 Refund Water Deposit		94.80			5210 214010		101000
138049	87375S 999999 JENNIFER LOOMIS		40.67					
1	11/30/23 Refund Water Deposit		40.67			5210 214010		101000
138050	87376S 999999 REMI NICHOLSON		114.60					
1	11/30/23 Refund Water Deposit		114.60			5210 214010		101000
138051	87377S 3032 USA BLUE BOOK		890.50					
1	3520 05/05/23 Heavy Duty Hydrant Gate Valve		890.50		33094	5210 23 430550	230	101000
138052	87378S 4340 BILLING DOCUMENT SPECIALISTS		2,537.49					
1	91505 11/20/23 Water Postage		1,268.75		33095	5210 25 430510	320	101000
2	91505 11/20/23		1,268.74		33095	5310 29 430610	320	101000
138053	87379S 2151 Morrison-Maierle System		185.00					
1	000046037 11/17/23 911 Texting Renewal		36.00		33420	2850 105 420140	350	101000
2	46030 11/17/23 IT Work on Adapters & Switches		149.00		33755	1000 5 420140	350	101000
138054	87380S 4133 ONIX NETWORKING COPORATION		590.00					
1	00009614 11/27/23 5 Additional Workspaces		71.98		30832	1000 7 420460	350	101000
2	00009614 11/27/23		46.02		30832	5510 10 420730	350	101000
3	00009614 11/27/23		118.00		30832	1000 5 420140	350	101000
4	00009614 11/27/23		236.00		30832	1000 5 420160	350	101000
5	00009614 11/27/23		39.33		30832	1000 3 410500	350	101000
6	00009614 11/27/23		39.33		30832	5210 25 430510	350	101000
7	00009614 11/27/23		39.34		30832	5310 29 430610	350	101000
138055	87381S 999999 FARONICS		504.00					
1	00235773 11/27/23 Library Deep Freeze Computer		504.00		33461	2220 16 460100	350	101000
138056	87382S 4409 CENGAGE LEARNING INC/ GALE		3,970.00					
1	82992058 11/20/23 Annual Large Print Standing		3,970.00		33458	2220 16 460100	382	101000
138057	87383S 4056 SWANK MOVIE LICENSING USA		2,034.00					
1	2066992 11/17/23 Sagebrush Federation Movie Li		2,034.00		33456	2880 41 460100	350	101000
138058	87384S 4421 MONTANA STATE UNIVERSITY LIBRARY		961.96					
1	24095 11/17/23 Ancestry e-database Subscripti		961.96		33455	2220 16 460100	350	101000

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138059	-99292C	523 CITY SERVICE, INC.	38,647.60					
1	0718085 11/28/23 10999 Gallons Av Jet-A		38,647.60		1682	5610 87 430300	237	101000
138060	87385S	4127 I-STATE TRUCK CENTER	688.40					
1	C251357885 11/27/23 Truck Seat		275.36		33520	2510 107 430220	363	101000
2	C251357885 11/27/23		68.84		33520	2520 108 430220	363	101000
3	C251357885 11/27/23		172.10		33520	5210 23 430550	363	101000
4	C251357885 11/27/23		172.10		33520	5310 31 430630	363	101000
138061	-99291C	1407 KLJ ENGINEERING LLC	3,462.51					
1	10199613 11/22/23 GIS Data Maintenance		3,462.51		33423	2850 105 420140	350	101000
138062	-99290C	4050 US BANK - SPA LOCKBOX CM9695	397,381.25					
1	96CTLS0 Northeast Water Line Phase I P		8,000.00			5210 23 490200	617	102313
2	96CTLS0 Interest		4,166.25			5210 23 490200	631	102313
3	97CTLW9 Northeast Water Line Phase I P		38,000.00			5210 23 490200	615	102313
4	97CTLW9 Interest		20,370.00*			5210 23 490200	634	102313
5	9CYLLQ0 Northeast Water Line Phase II		9,000.00			5210 23 490200	611	102315
6	9CYLLQ0 Interest		408.75			5210 23 490200	622	102315
7	9999JD972 WWTP Phase II Principle		143,000.00			5310 29 490200	619	102317
8	9999JD972 Interest		54,575.00			5310 29 490200	639	102317
9	9999FD992 WWTP Phase I Principle		39,000.00			5310 29 490200	608	102316
10	9999FD992 Interest		11,880.00			5310 29 490200	626	102316
11	96CTLR2 Carbon Hill Tank Project Princ		8,000.00			5210 23 490200	618	102312
12	96CTLR2 Interest		4,166.25			5210 23 490200	632	102312
13	9CTLAR0 Carbon Hill Tank Project Princ		37,000.00			5210 23 490200	616	102312
14	9CTLAR0 Interest		19,815.00			5210 23 490200	638	102312
138063	87386S 999999 JASE KINSEY		67.00					
1	10/10/23 Meal Reimbursement Pool Operat		67.00		33523	1000 13 460433	370	101000
138064	87387S 999999 SETH LOCKIE		67.00					
1	10/10/23 Meal Reimbursement Pool Operat		67.00		33524	1000 13 460433	370	101000
138065	87388S 4417 GEOPLAND		4,896.00					
1	11/27/23 Planning Services November 23		4,896.00		33522	1000 36 411020	350	101000
138066	87389S 1638 ENVIRO-CLEAN INTERMOUNTAIN LLC		4,476.99					
1	2361713 11/28/23 Unit 30 Hydrostatic Motor Ben		1,790.79		32472	2510 107 430220	230	101000
2	2361713 11/28/23		447.70		32472	2520 108 430220	230	101000
3	2361713 11/28/23		1,119.25		32472	5210 23 430550	230	101000
4	2361713 11/28/23		1,119.25		32472	5310 31 430630	230	101000

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138067	87390S	2529 RAILROAD MANAGEMENT CO III, LLC	784.70					
1	495559 11/22/23	License Fees	784.70		33096	5210 23 430550	532	101000
138068	87391S	499 CHECKERS INC	55.00					
1	11/30/23	Random Drug Testing	43.45			2510 107 430220	350	101000
2	11/30/23		11.00			2520 108 430220	350	101000
3	11/30/23		0.55			2540 109 430220	350	101000
138069	87392S	4413 ROCKY MOUNTAIN PRINT SOLUTIONS	152.70					
1	11/30/23	W-2's & W-2 Envelopes 1094 & 1	152.70			1000 3 410500	210	101000
138071	87393S	1361 INTERSTATE ENGINEERING	18,663.00					
1	52395 11/14/23	North 7th Engineering Service	12,533.63		33097	5210 23 430550	940	101000
2	52395 11/14/23		2,294.89		33097	5310 31 430630	940	101000
3	52395 11/14/23		2,824.48		33097	2510 107 430237	350	101000
4	52712 11/22/23	North 7th Eng Project Bidding	717.10		33097	5210 23 430550	940	101000
5	52712 11/22/23		131.30		33097	5310 31 430630	940	101000
6	52712 11/22/23		161.60		33097	2510 107 430237	350	101000
138072	87394S	4008 PITNEY BOWES	243.57					
1	12/01/23	3 Cartridges for Postage Machi	81.19*			1000 3 410500	220	101000
2	12/01/23		81.19			5210 25 430510	220	101000
3	12/01/23		81.19			5310 29 430610	220	101000
138073	87395S	4346 MOUNTAIN ALARM	42.00					
1	4099286 12/01/23	Monthly Alarm Monitoring	42.00		33756	1000 5 420140	220	101000
138074	87396S	572 VERIZON WIRELESS	569.62					
1	9948656984 11/07/23	MDT Fees	320.08		33759	2850 105 420140	345	101000
2	9948656984 11/07/23	Cell Phone Fees	249.54		33759	1000 5 420140	220	101000
138075	87397S	4394 GARY ODDY CONSTRUCTION INC	200.00					
1	6281 11/29/23	Library Roof Drain Repair	200.00		33463	2220 16 460100	360	101000
138076	87398S	999999 DILLON WINKLEY	78.90					
1	11/30/23	Refund Water Deposit	78.90			5210 214010		101000
138077	87399S	999999 MIKE &/OR ALICYN CHAPMAN	71.82					
1	11/30/23	Refund Water Deposit	71.82			5210 214010		101000

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138078	87400S 999999	CODY PERRY	141.34					
1	11/30/23 Refund Water Deposit		141.34			5210 214010		101000
138079	87401S 999999	ERNA JORDAN & VICKI CLEAR	150.00					
1	11/30/23 Refund Water Deposit		150.00			5210 214010		101000
138080	87402S 999999	NIKKI STEVENS	10.00					
1	12/04/23 Reimbursement for Certificatio		10.00		33527	1000 36 411020	320	101000
138081	87403S 1426	KIWI PETES TREE SERVICE	2,525.00					
1	840539 12/04/23 Tree Removal & Poison Stumps		2,525.00		33528	2510 107 430220	350	101000
138082	87404S 1120	C & J ELECTRIC	47,731.68					
1	3786 11/13/23 5 Street Lights		2,500.00*		33534	2440 50 430263	230	101000
2	3785 11/13/23 90 Street Lights		45,000.00*		33534	2440 50 430263	230	101000
3	3795 11/01/23 Repaired Float, Capacitor & Wi		100.00		33179	5310 33 430640	360	101000
4	3795 11/01/23 Fixed Wires at Waste Water Pla		100.00		33179	5310 32 430690	360	101000
5	3799 11/17/23		0.32		33179	5310 33 430640	230	101000
6	5212 11/22/23		31.36*		33179	5310 32 430640	230	101000
138083	87405S 999999	STEPHANIE SHANKS	19.88					
1	11/24/23 Reimburse for Suckers WD		9.94		33310	5210 25 430510	220	101000
2	11/24/23		9.94		33310	5310 29 430610	220	101000
138084	87406S 771	DEPT OF REVENUE	420.00					
1	33610 12/05/23 Fuel Meter Licenses 2023		420.00		1686	5610 87 430300	334	101000
138085	87407S 999999	GATED SOLUTIONS LLC	789.67					
1	1848 12/05/23 Repair Automatic Gate		789.67*		1685	5610 87 430300	230	101000
138086	87408S 4218	CUSTER COUNTY TRANSIT	49.00					
1	120420232 12/04/23 Volunteer Rides To Workstat		49.00		32350	2985 15 450330	379	101004
138087	87409S 4215	JGA ARCHITECTS ENGINEERS	3,360.00					
1	14 10/07/23 Phase I		1,560.00		33202	2991 7 420460	950	8 101000
2	15 10/09/23 Phase I		1,800.00		33202	2991 7 420460	950	8 101000
138088	87410S 999999	STEVE STANHOPE	112.84					
1	1145456652 10/26/23 Reimburse Tire Chain Tool		112.84		32694	1000 7 420460	364	101000

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138089	87411S	4169 EMERGENCY APPARATUS MAINT., INC.	18,393.58					
1	127623 11/14/23 E8		1,891.49		32696	1000 7 420460	364	101000
2	127624 11/14/23 E7		1,792.82		32696	1000 7 420460	364	101000
3	127625 11/14/23 L13		8,401.27		32696	1000 7 420460	364	101000
4	129506 11/14/23 E9		6,308.00		32696	1000 7 420460	364	101000
138090	87412S	4312 VALERI RUSSELL, PA-C	1,500.00					
1	#4 12/04/23 Aug-Oct Q&A		1,500.00		32700	5510 10 420730	350	101000
138091	87413S	999999 JAMIE KINNUNEN	678.89					
1	MCFR0916 03/02/23 Ambulance Refund		678.89			5510 342026		101000
138092	87414S	999999 IVY JENKINS	91.93					
1	MCFR0438 07/09/23 Refund Ambulance		91.93			5510 342026		101000
138093	87415S	999999 CARL MONROE & ISABELLE MONROE,	84.48					
1	MCFR0844 09/06/23 Ambulance Refund		84.48			5510 342026		101000
138094	87416S	999999 WILLIAM REIL	13.07					
1	MCFR0554 09/06/23 Ambulance Refund		13.07			5510 342026		101000
138095	87417S	1825 MILES COMMUNITY COLLEGE	215.00					
1	112123 11/21/23 Food for Public Meetings		215.00		33203	1000 7 420460	220	101000
138096	87418S	4094 MONTANA DEPT OF AGRICULTURE	210.00					
1	12/05/23 Pesticide License Renewals		35.00		33182	5210 22 430530	334	101000
2	12/05/23		35.00		33182	5310 33 430640	334	101000
3	12/05/23		70.00		33182	2510 107 430220	334	101000
4	12/05/23		70.00*		33182	2510 108 430220	334	101000
138097	87419S	390 JERRYS REFRIGERATION SERV INC	822.00					
1	123981 11/21/23 Repaired Heater, Replaced Filt		822.00		33181	5210 22 430530	360	101000
138098	87420S	1896 HAWKINS, INC	435.17					
1	6625372 11/15/23 Demurrage		405.17		33176	5210 80 430540	222	101000
2	6626675 11/15/23 Fluoride		30.00		33176	5310 33 430640	222	101000
138099	87421S	902 ENERGY LABORATORIES INC	515.12					
1	593867 11/10/23 Bacti's, Ammonia, Nitrates, Fl		462.34		33175	5210 80 430540	352	101000
2	598787 11/21/23 TOC's, Bacti's, Credit		52.78		33175	5310 33 430640	352	101000

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138100	87422S	284 AQUA-PURE	3,141.00					
1	2305 11/01/23 AF4355		3,141.00		33174	5210 80 430540	222	101000
138101	87423S	979 FIREMANS COMPANY	914.50					
1	16198 11/30/23 Annual Service of Fire Extingu		199.50		33770	1000 5 420140	220	101000
2	16198 11/30/23		295.00		33770	1000 5 420140	350	101000
3	16198 11/30/23 Monitoring 22-23		420.00		33770	1000 5 420140	350	101000
138102	87424S	504 Cintas	227.73					
1	5186720598 12/04/23 Medical Cabinet Refill Kit		227.73		33768	1000 5 420140	220	101000
138103	87425S	870 EAST MAIN ANIMAL CLINIC	571.80					
1	11/30/23 Vet Service Fees		571.80		33767	1000 21 440600	350	101000
138104	87426S	999999 DUSTIN SLOAN	83.00					
1	11/17/23 Reimburse Travel Meals Helen		83.00		33765	1000 5 420140	370	101000
138105	87427S	999999 ERIK SLOTSVE	83.00					
1	11/17/23 Reimburse Travel Meals Helena		83.00		33764	1000 5 420140	370	101000
# of Claims			108	Total:	811,315.39			
Total Electronic Claims			542,781.92	Total Non-Electronic Claims	268533.47			