



# CITY OF MILES CITY

## Regular Council Meeting Agenda

September 23, 2025 at 6:00 PM

City Council Chambers and online at zoom.us

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Zoom ID: 4062343462 | Passcode: 59301

### CALL TO ORDER

#### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

- A. SHARON MOORE WITH THE NON-PROFIT CONVENT KEEPERS IS ASKING HAYNES ENTERPRISE TO SPEAK ON HER BEHALF IN REGARDS TO A CITY DONATION OF 1 YARD/TON OF ASPHALT AMOUNTING TO \$140 PER TON/YARD.

#### 2. APPROVAL OF CITY COUNCIL/COMMITTEE MINUTES

- A. APPROVE HR COMMITTEE MINUTES FOR 0908 2025 MEETING

- B. Approve the Regular Council Meeting Minutes 2025 0909

- C. Regular Council Minutes 2024 0312

- D. Regular City Council Minutes 2025 0409

#### 3. STAFF REPORTS & OTHER COMMITTEE MINUTES

- A. HEALTH BOARD MINUTES 2025 0609

- B. AIRPORT BOARD MINUTES 2025 0811

- C. MCPD September 2025 staff report

#### 4. CITY COUNCIL COMMENTS

#### 5. MAYOR COMMENTS

#### 6. COMMITTEE RECOMMENDATIONS

#### 7. NEW BUSINESS

- A. APPROVE RESOLUTION NO. 4643 - A RESOLUTION REVISING THE CITY OF MILES CITY PERSONNEL POLICIES REGARDING PROBATIONARY & TRIAL PERIOD (Human Resources Committee recommends)

- B. APPROVE RESOLUTION NO. 4644 - (first reading) A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

- C. APPROVE RESOLUTION NO. 4645 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2024-2025 THROUGH 2028-2029.

**D.** RESOLUTION NO. 4646 - A RESOLUTION ELECTING TO OPERATE UNDER THE ALL-PURPOSE MILL LEVY AND FIXING THE TAX LEVY FOR THE GENERAL FUND, AMBULANCE FUND AND AIRPORT FUND TO BE LEVIED AND ASSESSED ON ALL THE TAXABLE PROPERTY IN THE CITY OF MILES CITY FOR FISCAL YEAR 2025-2026.

**E.** RR DEPOT MINOR SUBDIVISION FINAL PLAT/APPLICATION (see staff report and attachments):

1. APPROVE OR DENY WAIVER REQUEST PERTAINING TO THE MILES CITY SUBDIVISION REGULATIONS' REQUIREMENT THAT CONSENT TO PLAT DOCUMENTS FROM LIENHOLDERS ARE TO BE DATED NO OLDER THAN 30 CALENDAR DAYS PRIOR TO THE DATE OF SUBMITTAL.

2. APPROVE OR DENY THE FINAL PLAT AND APPLICATION (the review deadline is September 26, 2025)

**F.** APPROVE ORDINANCE NO. 1398 - AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING STATUTE CONTAINED IN SECTION 76-2-306, MCA, ADOPTING AN INTERIM ZONING ORDINANCE PERTAINING TO THE APPLICATION OF MUNICIPAL ZONING DISTRICTS AND THE ZONING CODE TO THE LAST CHANCE SUBDIVISION AFTER ANNEXATION INTO THE CITY OF MILES CITY, MONTANA.

## **8. 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 Committee 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



# CITY OF MILES CITY

## HR Committee Minutes

September 08, 2025 at 5:30 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

### CALL TO ORDER

Council Member Pulecio called to order at 5:30pm

#### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

#### 2. NEW BUSINESS

- A. Recommend for approval General Information Request for the public.

Human Resource explained the request for information form.

Motion made by Committee Member McKay, Seconded by Committee Member Kassner.  
Voting Yea: Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Bartholomew

- B. Recommend for Approval – Change Employee Probationary Period to 1 year

Human Resource explained the reason for requesting to change the employee probationary period to one year.

Motion made by Committee Member Kassner, Seconded by Committee Member Bartholomew.

Voting Yea: Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Bartholomew

- C. Recommend for Approval – Procedure on Policy for appointing interim elect position for Mayor.

Human resource explained what the request was for. Council members discussed the process and how it was done in the past.

Motion made by Committee Member McKay, Seconded by Committee Member Kassner.  
Voting Yea: Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Bartholomew

- D. Recommend for Approval – Change Non-Union increase to actual Anniversary year and not fiscal year.

Human resource explained the request to change the annual raise for non-union employees to be the same for everyone would help facilitate payroll.

Motion made by Committee Member Bartholomew, Seconded by Committee Member Pulecio.  
Voting Yea: Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Bartholomew

#### 3. ADJOURNMENT

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Council Member Pulecio adjourned

Motion made by Committee Member McKay, Seconded by Committee Member Pulecio.  
Voting Yea: Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Bartholomew



# CITY OF MILES CITY

## Regular City Council Meeting Minutes

September 09, 2025 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

#### PRESENT

- Mayor Dwayne Andrews
- Councilmember Ed Pulecio
- Councilmember Rick Huber
- Councilmember Brant Kassner
- Councilmember Kevin Thomason
- Councilmember Sherwood McKay
- Councilmember Dan Scott
- Councilmember Brooke Bartholomew

ALSO PRESENT: City Attorney Dan Rice, Police Chief Doug Colombik, Interim Fire Chief Eddy Kanduch, Dispatch Director Lyne Anderson, Deputy Clerk Minute/Record Keeper Tamara Ellsworth and via zoom City Planner Joel Nelson.

#### ABSENT

- Councilmember Don Simpson

### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

### 2. STAFF REPORTS

Interim Fire Chief Kanduch gave an update on the construction of the Fire building.

Dispatch Director Anderson announced that there will be a 911 Board meeting on Sept 16th, 2025 in Terry MT at 1:30pm.

### 3. CITY COUNCIL COMMENTS

Councilmember McKay gave a report on the progress of the informal Parks meeting held at City Hall at noon and the next meeting will be on Tuesday, Sept 16th. He also provided the minutes that a member of the Informal Parks group took for the Sept 8th meeting that discussed the creation of a Parks District.

Councilmember Huber commented on the Parks District meeting regarding the taxes to the citizens and how would they be determined between residential and commercial when it comes to the rural areas where there are large metal buildings on their property if those buildings are considered commercial.

Councilmember Kassner informed Council on the progress made in the Informal mediation for the Interlocal agreement with a 5 year plan. He explained that they mediated over the entire Interlocal agreement and not just the Ambulance portion and he is very satisfied with the outcome.

Councilmember Huber asked about the 5% and City Attorney Rice gave an explanation about the amount being paid that was determined in the Informal mediation. Councilmember Huber asked about the billing for Ambulance calls out to county or city residents. Interim Fire Chief Kanduch replied that the billing will be a flat rate amount no matter where the call comes from.

Councilmember McKay stated that after hearing the details on the agreement made for the Interlocal he is please with the outcome.

**4. MAYOR COMMENTS**

**5. COMMITTEE RECOMMENDATIONS**

**6. PUBLIC HEARING**

A. RESOLUTION NO. 4642 - A RESOLUTION TO ANNEX, PURSUANT TO TITLE 7, CHAPTER 2, PART 45, MCA, CERTAIN LANDS WHOLLY SURROUNDED BY THE CITY OF MILES CITY, MONTANA, TO-WIT: ALL LOTS ON THE PLAT OF LAST CHANCE SUBDIVISION, INCLUDING ALL STREETS, AVENUES AND RIGHTS-OF-WAYS SHOWN ON SAID PLAT.

**7. UNFINISHED BUSINESS**

**8. NEW BUSINESS**

A. APPROVE AUGUST 2025 MONTHLY CLAIMS

Motion made by Councilmember Huber, Seconded by Councilmember Kassner.

Councilmember Huber asked why we are still using Mid-Rivers phone service when the Council had voted to have Range be the phone service for the City of Miles City Departments, Deputy Clerk Ellsworth explained that Range is unable to provide service for the 911-Dispatch and handed the conversation over to the Dispatch Director Anderson, she gave a more thorough explanation.

Voting Yea: Councilmember Pulecio, Councilmember Thomason, Councilmember McKay, Councilmember Scott, Councilmember Bartholomew

B. 4642 - A RESOLUTION TO ANNEX, PURSUANT TO TITLE 7, CHAPTER 2, PART 45, MCA, CERTAIN LANDS WHOLLY SURROUNDED BY THE CITY OF MILES CITY, MONTANA, TO-WIT: ALL LOTS ON THE PLAT OF LAST CHANCE SUBDIVISION, INCLUDING ALL STREETS, AVENUES AND RIGHTS-OF-WAYS SHOWN ON SAID PLAT.

Motion made by Councilmember Thomason, Seconded by Councilmember Kassner.

Councilmember Huber commented that he has received calls from his ward inquiring about the width of some streets and why some are narrow such as Sutton Ave. Planner Nelson explained the requirements and the street widths are compliant with City Standards.

Spencer Haynes, inquired about the sidewalks that are not installed along Stower, Planner Nelson explained that the County does not have sidewalk requirements and when a resident construction plan goes up the requirement of a sidewalk will be put in place. Spencer also wanted to know if there is a warranty put into place for the curbs that have been done in that subdivision as the asphalt is settling. Councilmember Pulecio commented that most projects have a 1 year retainment. Planner Nelson is not sure if the City requires a warranty and this will need to be discussed with the Public Works Director Malenovsky.

Voting Yea: Councilmember Pulecio, Councilmember Huber, Councilmember McKay, Councilmember Scott, Councilmember Bartholomew

C. DISCUSSION ON DRAFT ORDINANCE - AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING STATUTE CONTAINED IN SECTION 76-2-306, MCA, ADOPTING AN INTERIM ZONING ORDINANCE PERTAINING TO THE APPLICATION OF MUNICIPAL ZONING DISTRICTS AND THE ZONING CODE TO THE LAST CHANCE SUBDIVISION AFTER ANNEXATION INTO THE CITY OF MILES CITY, MONTANA.

**9. ADJOURNMENT**

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Motion made by Councilmember Huber, Seconded by Councilmember Kassner.

Mayor Andrews adjourned the meeting at 6:36 PM.

Voting Yea: Councilmember Pulecio, Councilmember Thomason, Councilmember McKay, Councilmember Scott, Councilmember Bartholomew



Fountain in Wibaux Park and asked to be added to the next Council agenda to share the complete history.

Bobbi Askin, 406 S. Jordan, explained that she had attended a cleaning up Miles City meeting where 26 people had attended. They plan to go to waste management meetings to help with disposal like vouchers and equipment to assist with appliances. They are setting up groups of people to help clean up people's properties, with permission of property owner. They also discussed implanting stiffer fines because it is such a long process. She would like to see the City Ordinance changed to address specific things like pallet fences, large metal containers, sheds, and motor homes. The next "Operation cleanup" meeting will be on the 25<sup>th</sup> at 6:30pm in room 106 at the Miles Community College.

**STAFF REPORTS**

Director Malenovsky gave an update on the community rating system (CRS) and program for public information (PPI). With our current class average insurance costs are \$524, which is down \$167 from last year.


Director Peterson explained the library is assisting with voter registration. They are applying for a \$10,000 grant from the American Library Association for push button front doors. She also noted that insurance has not come thru for the roof issue yet but that they are waiting on an MDU grant.

**CITY COUNCIL COMMENTS**

Councilmember Huber requested that Director Malenovsky's staff report be included in the next Council packet.


**MAYOR COMMENTS**

Clerk Rowe read the mayor's comments aloud to Council.



**CUSTER COUNTY  
COWBOYS & COWGIRLS**

- Bond review for Am/Fire Hall
- Council member no access to water Dept
- surgery out 3 days last week
- Growth Policy under contract
- touched base w/ city hall employees
- meet w Co. Commissioners bi-weekly
- 1st draft interlocal Agreement done & sent
- 1st draft CWSA Agreement done & sent



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**COMMITTEE RECOMMENDATIONS**

None

**UNFINISHED BUSINESS**

**A. APPROVAL OF JANUARY CLAIMS**

\*\* *Councilperson Simpson moved to approve the minutes, seconded by Councilperson Thomason, and passed unanimously, 6-0.*

**NEW BUSINESS**

**A. ORDINANCE NO. 1377 - (First Reading) AN ORDINANCE AMENDING SECTION 5-26 PERTAINING TO APPENDICIES TO THE INTERNATIONAL BUILDING CODE.**

Attorney Rice explained that this is bookkeeping that brings us up to code with the state.

\*\* *Councilperson Thomason moved to approve the Ordinance, read by title only, and seconded by Councilperson Simpson, and passed unanimously, 6-0.*

**B. RESOLUTION NO. 4553 - A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN RONALD L. ASKIN DRILLING AND THE CITY OF MILES CITY FOR THE LEASE OF REAL PROPERTY FOR FIRE AND EMS STORAGE AND USE.**

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

**C. RESOLUTION NO. 4554 - A RESOLUTION APPROVING A CONSENT ORDER WITH THE MONTANA DEQ.**

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

**D. APPROVE SENDING PAST DUE AMBULANCE PATIENT ACCOUNTS TO COLLECTIONS IN THE AMOUNT OF \$21,524.96.**

\*\* *Councilperson Pulecio moved to approve, seconded by Councilperson Power, and passed unanimously, 6-0.*

**E. APPROVE WRITING OFF DECEASED AMBULANCE PATIENT ACCOUNTS IN THE AMOUNT OF \$7,433.18.**

\*\* *Councilperson Pulecio moved to approve, seconded by Councilperson*

*Simpson, and passed unanimously, 6-0.*

**F. APPROVAL OF FEBRUARY CLAIMS**

**\*\*** *Councilperson Pulecio moved to approve, seconded by Councilperson Thomason, and passed unanimously, 6-0.*

**ADJOURNMENT**

**\*\*** *Councilperson Huber moved to adjourn the meeting, seconded by Councilperson Pulecio, and passed unanimously.*

The meeting was adjourned at 6:31 p.m.

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**Brant Kassner, Council Member**

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**Mary Rowe, City Clerk**

# REGULAR COUNCIL MEETING **April 09, 2024** **6:00 p.m.**

## CALL TO ORDER

The Regular Council meeting was held Tuesday, April 9<sup>th</sup>, 2024, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Mayor Dwayne Andrews called the meeting to order. Council Members present were Pam Bovee, Ed Pulecio, Rick Huber, Trevor Power, Brant Kassner, Kevin Thomason, and Don Simpson.

Also present were City Attorney Dan Rice, Fire Chief Christopher Neumann, Police Chief Doug Colombik, Dispatch Director Lyne Anderson, Library Director Sarah Peterson, Public Utilities Director Tom Speelmon, and City Clerk/Minute Recorder Mary Rowe.

## PLEDGE OF ALLEGIANCE

Mayor Dwayne Andrews led the Council in the Pledge of Allegiance.

## APPROVAL OF COUNCIL & COMMITTEE MINUTES

- A. Regular City Council Meeting 03/26/2024
- \*\* *Councilperson Simpson moved to approve the minutes, subject to any changes, and seconded by Councilperson Kassner, and **passed unanimously, 8-0.***
- B. Human Resources Committee Meeting 03/21/2024
- \*\* *Councilperson Bovee moved to approve the minutes, subject to any changes, and seconded by Councilperson Power, and **passed unanimously, 8-0.***
- C. Finance Committee Meeting 03/22/2024
- \*\* *Councilperson Simpson moved to approve the minutes, subject to any changes, and seconded by Councilperson Kassner, and **passed unanimously, 8-0.***
- D. Finance Committee Meeting 04/02/2024
- \*\* *Councilperson Pulecio moved to approve the minutes, subject to any changes, and seconded by Councilperson Simpson, and **passed unanimously, 8-0.***

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*

Finance Committee Meeting	4/22/24 5:15 PM
Finance Committee Meeting	4/24/24 5:15 PM
Finance Committee Meeting	4/25/24 5:15 PM
Finance Committee Meeting	4/26/24 5:15 PM
Finance Committee Meeting	4/29/24 5:15 PM
Human Resources Committee Meeting	4/11/24 5:15 PM

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Dan Tribby requested permission to paint pickleball lines on four of the tennis courts. He noted that it would not impede on the current tennis courts and that the same paint would be used as the tennis court lines. It was also stated that they will cover the labor and supply costs of painting and maintaining the court lines. Part of the maintenance would be to lower the nets 2-3 inches lower than the current tennis nets, not causing any damage it would be temporary. His final request was to have the city hold the funds for the paint/maintenance. It was discussed that the tennis teams will get priority over the courts and there will be a sign stating so.

*\*\* Councilmember Pulecio moved to approve the request to hold the funds in our tennis court account and to approve the painting request, seconded by Councilmember Simpson. The motion passed, by unanimous consent, 8-0.*

Christopher Grenz, 506 Mississippi, said he is concerned about City financials and presented a handout showing cash reserves for the last 10 years. He recognized the TSEP and SLFRF program funds and noted that the city has over \$600,000 in loans. He also noted the high increases for the unions, that he was a part of. He is concerned about where we will find money.

Mark Ahner, 13 S. Stacy, stated that he had been on Council for twelve years, many of which were under Chris Grenz. He stated that there was a \$350,000 deficit at that time. He said there were misappropriation of funds between water and general fund, along with discrepancies between employees and management. He stated that he came up with about one million dollars in reserves by the end of his twelve years along with many other improvements. He noted that Chris Grenz has been a council member and former mayor and asked that be considered during the interim appointment.

Keith Anderson, 1103 N. 2<sup>nd</sup>, explained that the dike road between 1<sup>st</sup> and 3<sup>rd</sup> is being used as a racetrack and he is finding drug paraphernalia in his yard. He is requesting that the city block off a portion of the dike with cement barriers, closing it

off to motorized vehicles. He even volunteered to pay for the barriers and the installation.

Regina Kraddock, 1211 N. 3<sup>rd</sup>, stated that both she and her husband have addressed council a long time ago. The original plat has a perpetual right of way easement for City, County and Army Corp. of engineers. Director Malenovsky did show ownership of the property, but said she would look into it further. Mark Ahner explained that there was a speed limit determined on all city roads, including the dike.

**APPOINTMENTS**

Planning Board Member – Brandon Birkeland

\*\* *Councilmember Kassner moved to approve the appointment, seconded by Councilmember Pulecio, and passed unanimously, 8-0.*

**STAFF REPORTS**

Director Anderson announced that April 14<sup>th</sup>-20<sup>th</sup> is National Telecommunications week.

**CITY COUNCIL COMMENTS**

None

**MAYOR COMMENTS**

Mayor Andrews informed council that he asked for \$13,000 to fund the oasis. John Laney with the chamber of commerce agreed. MCI<sup>2</sup> has agreed to fund the remaining funds. He also went to the Commissioners and they agreed to \$7,500.

Director Gray thanked everyone involved for funding the full season for all pools for another year.

**COMMITTEE RECOMMENDATIONS**

Finance Committee Recommends contracting with Range for telephone services.

Clerk Rowe explained that we are awaiting a contract from Range Telephone before terminating Midrivers contract.

**BID OPENINGS**

Southgate Water Tank Rehabilitation

Received 5 bids as follows:

1. Carr Coatings – bid bond present - \$315,850
2. Pittsburgh Tank and Tower Maintenance – bond present - \$655,905
3. Viking Painting, LLC – bond present - \$346,050

- 4. Mcguire Iron (S. Dakota) – bond present - \$385,000
- 5. Mcguire Iron (Minnesota) – bond present - \$385,000

Councilmember Huber asked if any of them had done work for the city before, to which Director Speelmon answered yes, both Mcguire Iron and Pittsburgh Tank have.

The bids were referred to Finance – Tom will send bids to engineers.

**NEW BUSINESS**

- A. **ACCEPT MONETARY DONATION FROM MCI<sup>2</sup> IN THE AMOUNT OF \$5,500 AND ACCEPT MURAL &/or SIGNAGE ON NORTH FACING WALL OF OASIS BUILDING.**

*\*\* Councilperson Kassner moved to accept donation, seconded by Councilperson Simpson. The motion passed by unanimous consent, 8-0.*

- B. **RESOLUTION NO. 4556 – A RESOLUTION APPROVING A STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF MILE CITY AND JACKSON CONTRACTING GROUP, INC. FOR CONSTRUCTION MANAGER SERVICES OVERSEEING CONSTRUCTION OF THE NEW MCFD FIRE AND AMBULANCE FACILITY.**

*\*\* Councilperson Pulecio moved to approve the Resolution, read by title only, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 8-0.*

- C. **RESOLUTION NO. 4555 - A RESOLUTION AMENDING SECTION III, PARTS A & B OF INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE COUNTY OF CUSTER TO COOPERATE IN THE PROVISION OF HEALTH SERVICES.**

*\*\* Councilperson Pulecio moved to approve the Resolution, read by title only, and seconded by Councilperson Simpson. The motion passed by unanimous consent, 8-0.*

- D. **APPROVE CITY COUNCIL APPOINTEE AND THREE AT LARGE MEMBERS TO THE HEALTH BOARD.**

*\*\* Councilmember Pulecio moved to appoint members to the Health Board, seconded by Councilmember Simpson and passed unanimously, 8-0.*

*\*\* Councilmember Huber moved to appoint Donna Faber as the City*

*Council appointee, seconded by Councilmember Pulecio and passed 8-0.*

**\*\*** *Councilmember Kassner moved to appoint Amy Tooke, Jody Menyhart, and Amber Trenka as the three joint at large members of the Health Board, seconded by Councilmember Simpson and **passed unanimously, 8-0.***

**E. APPROVAL OF MARCH CLAIMS**

**\*\*** *Councilperson Kassner moved to approve the claims, seconded by Councilperson Pulecio. The motion **passed by unanimous consent, 8-0.***

**ADJOURNMENT**

**\*\*** *Councilperson Pulecio moved to adjourn the meeting, seconded by Councilperson Bovee, and passed unanimously 8-0.*

The meeting was adjourned at 7:08 p.m.

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**Dwayne Andrews, Council President**

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**Mary Rowe, City Clerk**

## Custer City-County Board of Health

Minutes from 6/9/25 meeting. Custer County Courthouse

**Present:** Jason Strouf, Amber Trenka, Donna Faber, Jody Menyhart (connected via phone), Dr. Albers, Mike Rinaldi, John Goff, Chelsea Jerke (excused), Amy Tooke, Josh Juarez. Also present Hunter Harbaugh from Miles City Star

Approval of minutes: minutes were approved as read

Public Comment: none

Old Business

New Business

Health Officer report: Dr. Albers reported no Measles documented and Covid numbers were down

Public Health Director report

2 reports needed approval; group made minor changes during the meeting and motion was made to approve the changes.

Environmental Health report: This was Mike's last meeting as the Environmental Officer. Josh Juarez will be his replacement and was in attendance. They both discussed issues from the recent Bucking Horse Sale: Communication was a concern; vendors need to be more proactive about insurance, etc. One business had an issue with crepes, soft side unit, handwashing station. Maybe a Cottage Food License option? Josh offered to visit with the Yellowstone County Licensing agent to clear up some questions.

Josh visited with a business on Haynes about bedbugs. He gave them time to treat the rooms and will follow up later.

Pigeon issue is being taken care of; funding is available to help control the population.

Solid Waste report: notes from Jody on updates.

Jason is looking into possible compensation from Public Health.

Additional Public Comment: none

Meeting adjourned at 6:15

Next meeting Monday September 8, 2025

*Amber Trenka*  
Chair City County Health Bd

**AIRPORT BOARD MEETING AGENDA**

**Monday September 15, 2025 Flight Service Bldg. at 2 PM**

**APPROVAL OF August 11, 2025 MEETING MINUTES**

**OLD BUSINESS**

- **Reports from KLJ**
  - **BLM Project status report**
  - **Snowplow Replacement report**
  - **Report on CIP Funding information**
- **Hanger 9 Door disposal update.**
- **Airport Manager Assistant Hire Update**
- **Terminal Building Lease update**
- **Status of Hanger and Rental Agreements and Liability Insurance**
- **BLM Well Test Process update**
- **Teermal Bldg. roof repair update**

**NEW BUSINESS**

- **Ag Lease Renew.**

**COMMITTEE REPORTS**

- **Operations**
- **Development**

**MANAGER'S REPORT**

- **Approve Claim Vouchers**
- **Manager's Report**

**Requests of Citizens for Public Comment**

**ADJOURNMENT**

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**AIRPORT COMMISSIONERS MEETING MINUTES****Monday, August 11, 2025 Flight Service Bldg 2 pm**

Present: Paul Grutkowski, Justin Strub, Jeff Faycosh, Patrick Lifto, Doug Phair, Jeff Langkau (Manager) and Dorothy Willems (Secretary).

Absent: Tye Ketchum and Kevin Thomasen

Guest: Nathan Schroht (KLJ)

Meeting was called to order by Chairman, Doug Phair

**APPROVAL OF PRIOR MEETING MINUTES**

Justin Strub made a motion to approve July 14, 2025, minutes. Paul Grutkowski seconded the motion. Motion carried.

**OLD BUSINESS**

**Financials** – Checking Balance \$303,419.55, Receivables \$38,949.30, June, July, and August Salaries -\$45,000 estimated, City Charges for June and July \$-4,156.18, County Interlocal \$19,000 estimated and Airport Improvement Balance of \$76,953.15, equals estimated cash balance of \$329,165.82.

BLM new lease \$233,275.93 received April 1, 2025, in advance for 3 years and monthly payments of \$6,740.79 beginning 4/1/2028 with contract continuing till 2054.

Loans: City Service Truck Loan \$1226.73 monthly ending 8/1/2026, and Mt Intericap Loan for Hanger 10 of \$60,000 8/15/2025 with payback Nov-Dec of \$310,000.

Jeff reported items of higher cost annually would be Filters \$4000, Hanger Insurance \$7000, and Bldg Insurance \$4000.

**KLJ Status Report (report attached)**

- Closeout reimbursements have been processed, and funds have been received. The \$310,000 Grant Funds to reimburse the final cost of Hanger 10 are expected to be paid in late 2025 from the IJJA allocations.
- BLM Seat Base (Non-FAA) 30% design is in review, and the next step is being taken. Hopefully bids can be completed, and the project will be completed this fall. Electrical and municipal elements are being developed.
- BIL and BII Funds are in question for future, but the AIP Funds are still available.
- Still working on the Snowplow for 2026 with BIL Funds.

**Hanger 9 Door Disposal**

- Border Steel gave Jeff estimated value of \$400. Jeff will advertise for bids. There are 3 interested parties.

**Thermal Building Lease**

- Jeff Langkau has modified the lease for PA Media to read \$1000 a month, and airport will pay the utilities. Jeff will send the lease to PA Media for signature and if not signed they will be asked to vacate the premises.

**Full Time or Part Time Job**

- Jeff Langkau expected retirement March 2026. Pierce last day is August 24<sup>th</sup>. Jeff Langkau will be taking vacation September 4<sup>th</sup> through September 7<sup>th</sup> and September 10<sup>th</sup> through September 12<sup>th</sup>.
- The hiring committee is Paul Grutkowski, Pat Lifto, and Justin Stub. Jeff Faycosh made a motion to authorize the hiring committee to interview and make the decision to offer the position of assistant manager to the best applicant with a salary between \$25 to \$29 per hour depending on experience. Paul Grutkowski seconded the motion. Motion carried.

**Status of Hanger Rental Agreements and Liability Insurance.**

- Doug Phair will contact Erica Brown to review the legal status of our rental leases and liability insurance.

**NEW BUSINESS****BLM Well Test Requirements**

- Compliance Assessment Safety Health & Environment (CASH) did an inspection of the BLM Well and reported that the well cover is not sealed, and the Well Water Testing is only done once a year instead of Quarterly which is OSCA requirement. Jeff Langkau will investigate ways to get the well testing done quarterly (City, County Extension, Crid Co, or BLM were suggestions to ask) and address the issue of the well cover not being sealed.

**Electric Surge Protection**

- The inspection from Compliance Assessment Safety Health & Environment (CASH) also mentioned the Electric Surge Protection but not sure what the issue is so Jeff Langkau will wait for a letter to address the issue.

**Damage to the Thermal Building Roof**

- Jeff Langkau noticed damage to a part of the flat roof lifting on the Thermal Building. He had Manning Roofing give him an estimate and bid submitted was to put a Flat Roof Membrane to cover the whole roof at a cost of \$13,988. Jeff Langkau will contact the city for possible insurance claim. Paul Grutkowski made a motion authorizing the roof repair at the cost of \$13,988 with Manning Roofing. Pat Lifo seconded the motion. Motion carried.

**CLAIMS**

- Total Claims = \$38,654.30 including Fuel \$35,000. Justin Strub made a motion to approve August 2025 claims in the amount of \$38,954.30. Pat Lifo second. Motion Carried.

**MANAGER'S REPORT** (Copy Attached)

- Fuel containment filter wasn't working and in the process of taking it apart it got damaged. Jeff is taking care of getting it repaired.
- Overnight Hanger Rental Sales amounted to \$3,725 for July.

No Public Comments

**ADJOURNMENT** –Chairman Doug Phair adjourned 4:00 pm. Next meeting September 8, 2025

**Estimated Airport Finances 9/11/2025**

Checking	\$	275,474.99	
Receivables	\$	35,614.20	
Salaries July, & August 2025	\$	(40,000.00)	
City Charges June, July, & August 2025	\$	(6,000.00)	
Multi Service	\$	6,037.38	
Airport Improvement	\$	76,953.15	
Estimated Cash	\$	348,079.72	

BLM 4/1/2028 Monthly	\$	6,740.79	Contract till 2054
Hanger Door 8 Loan annual	\$	5,000.00	Paid in full 2030
Hanger 10 Mt Intercap /\$310,000 pay back late 2025/ Borrowed \$330,000	\$	\$113744.61 plus Interest	Feb 15,2026 in full

<b>Higher Annual cost</b>			
Filters	\$	\$4,000.00	
Hanger Insurance	\$	7,160.00	
Bldg Insurance	\$	4,000.00	
		\$15,160.00	

**Estimated Airport Finances 8/11/2025**

Checking	\$	303,419.55	
Receivables	\$	38,949.30	
Hanger Door 10 Loan August 15, 2025	\$	(60,000.00)	
Salaries June, July, & August 2025	\$	(45,000.00)	
City Charges June, July 2025	\$	(4,156.18)	
Airport Improvement	\$	76,953.15	
County Interlocal	\$	19,000.00	
<b>Estimated Cash</b>	<b>\$</b>	<b>329,165.82</b>	



**MANAGER'S REPORT**  
**Miles City Airport**  
**September 8th, 2025**

**Claims Vouchers Approval**

- September 2025

**Operations**

- Fire contract is ended

- **August** Hours Worked:

Jeff	155-- Hrs. Reg. .5-- Hrs. Comp
Brad	--- Hrs. Reg. ----Hrs. OT
Matt	148.5----Hrs. Reg

**August** Sales

- Hangar Sales \$ 950.00
- CAA Sales profit \$ 2,700.00

**New Business**

- Farm lease

# TOTAL FUEL GALLONS SOLD

MONTH	2022		2023		2024		2025	
	JET A	AVGAS	JET A	AVGAS	JET A	AVGAS	JET A	AVGAS
JANUARY	259.00	1,606.00	1,642.00	1,513.51	1,550.00	1,733.00	4,310.00	911.80
FEBRUARY	82.00	909.70	317.00	864.80	599.00	1,354.89	324.00	1,079.72
MARCH	943.00	1,567.00	3,106.00	1,138.00	3,785.00	1,611.00	3,323.00	1,504.47
APRIL	1,792.06	5,223.00	4,355.00	2,871.30	6,171.00	2,774.10	4,043.00	2,561.12
MAY	3.00	3,057.00	1,990.00	2,045.00	6,062.00	1,906.90	1,000.00	2,704.09
JUNE	0	2,655.00	0	2,323.00	0	2,749.01	57.00	2,511.37
JULY	5.00	4,232.00	15,671.00	3,853.10	19,984.00	3,201.30	14,787.00	4,662.55
AUGUST	0	4,279.00	0	2,914.29	0	2,376.40	398.00	2,374.99
SEPTEMBER	6,620.00	3,569.00	6,392.00	2,951.17	11,995.00	1,952.00		
OCTOBER	941.00	2,346.10	3,671.00	1,665.00	4,481.00	1,666.32		
NOVEMBER	2,031.00	1,290.00	5,877.00	1,073.41	5,943.00	1,861.48		
DECEMBER	335.00	805.53	2,250.00	1,242.35	1,759.00	1,211.71		

09/04/25  
11:27:24

CITY OF MILES CITY  
Revenue Budget Report -- MultiYear Actuals  
For the Year: 2025 - 2026

Page: 39 of 40  
Report ID: B250

5610 AIRPORT OPERATING

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	21-22	22-23	23-24	24-25	Budget	Rec.	Budget	Change	Budget	Budget
<b>310000 TAXES</b>										
311010 Real Property Taxes	14,345	14,512	16,179	17,667	16,013	110%	16,000		16,000	100%
311020 Personal Property Taxes	242	233	326	546	327	167%	300		300	92%
312000 Penalty & Interest on	42	39	31	35	50	70%	50		50	100%
Group:	14,629	14,784	16,536	18,248	16,390	111%	16,350	0	16,350	100%
<b>330000 INTERGOVERNMENTAL REVENUES</b>										
331126 FAA Grant 2		119,700	231,116	61,421	0	***%			0	0%
331127 FAA AIP 017-2018		148,951	7,883	-21,674	0	***%			0	0%
331129 FAA Grant 3		100,402	207,863	-131,327	0	***%			0	0%
331132 FAA Grant 1	3,344,383	74,330			0	0%			0	0%
334030 State Aeronautics Grant			23,800		0	0%	39,200		39,200	****%
334060 Coal Board Grant	22,785	64,572	187,882		0	0%			0	0%
334993 COVID-19 State Stimulus	45,000				0	0%			0	0%
335230 Entitlement Share		111,352			0	0%			0	0%
336020 State aid-GASB68	7,326	3,714	3,156		0	0%			0	0%
Group:	3,419,494	623,021	661,700	-91,580	0	***%	39,200	0	39,200	****%
<b>340000 Charges for Services</b>										
341075 Serv/Cnty-Interlocal Agmt	35,311	34,632	37,904	19,602	37,903	52%	37,000		37,000	98%
343018 Sale of Street & Roadway	1,000	22,638	6		500	0%			0	0%
343061 Landing Fees	1,971	2,144	2,004	2,560	1,800	142%	2,000		2,000	111%
343062 Aviation Fuel	769,148	614,641	550,209	706,547	400,000	177%	500,000		500,000	125%
343064 Hangar Rent	72,186	78,832	94,353	181,179	85,884	211%	80,000		80,000	93%
343065 Building Rentals	21,462	19,974	16,944	92,376	21,477	430%	18,000		18,000	84%
343067 Other - Miscellaneous	6,075	3,325	15,778	28,659	5,000	573%	5,000		5,000	100%
343069 Ag Contract	11,000	12,000			13,000	0%	13,000		13,000	100%
Group:	918,153	788,186	717,198	1,030,923	565,564	182%	655,000	0	655,000	116%
<b>360000 MISCELLANEOUS REVENUE</b>										
361010 Land Rental	14,075	19,786	17,070	88,913	31,838	279%	20,000		20,000	63%
362020 MISC REVENUE	644	931	7,384	45,821	0	***%			0	0%
Group:	14,719	20,717	24,454	134,734	31,838	423%	20,000	0	20,000	63%
<b>370000 INVESTMENT EARNINGS</b>										
371010 Investment Earnings	5,004	18,393	14,965	5,090	5,000	102%	5,000		5,000	100%
Group:	5,004	18,393	14,965	5,090	5,000	102%	5,000	0	5,000	100%
<b>380000 OTHER FINANCING SOURCES</b>										
382010 Sale of Fixed Assets		11,946			0	0%			0	0%
Group:		11,946			0	0%	0	0	0	0%
Fund:	4,371,999	1,477,047	1,434,853	1,097,415	618,792	177%	735,550	0	735,550	119%

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CITY OF MILES CITY  
Expenditure Budget by Fund/Org Split Report -- MultiYear Actuals  
For the Year: 2025 - 2026

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Report ID: B240A2

5610 AIRPORT OPERATING

Org	Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
			21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
-----												
430320	Airport - Improvements											
360	Contr R & M		42,016	76,750			0	0%			0	0%
930	Improvements Other than B			-1	47,338		0	***%			0	0%
	Account:		42,016	76,749	47,338		0	***%	0	0	0	0%
-----												
490500	Other Debt Service Payments											
635	Principle- Hanger 8 Door					1,500	1,500	100%	1,500		1,500	100%
636	Interest-Hanger 8 Door Lo		321	285	249	214	214	100%	179		179	84%
648	MT Aero Principle 06-2015					16,952	16,953	100%			0	0%
649	MT Aero Interest06-2015		1,102	826	551	275	276	100%			0	0%
650	Principle-Purchase Fuel T					13,519	13,575	100%	14,269		14,269	105%
651	Interest-Purchase Fuel Tr		2,526	2,486	1,865	1,202	1,147	105%	452		452	39%
660	Principle Hangar 10					106,954	106,954	100%	113,220		113,220	106%
661	Interest Hangar 10				7,206	14,376	14,376	100%	7,072		7,072	49%
664	Principle Hangar 9						0	0%	10,000		10,000	*****%
665	Interest Hangar 9						0	0%	3,750		3,750	*****%
	Account:		3,949	3,597	9,871	154,992	154,995	100%	136,692	13,750	150,442	97%
-----												
510400	Depreciation											
830	Depreciation - Closed to		381,693	457,105	501,917		0	0%			0	0%
	Account:		381,693	457,105	501,917		0	***%	0	0	0	0%
-----												
521000	Interfund Operating Transfers Out											
820	Transfers to Other Funds		20,602	28,050	29,702	24,937	24,937	100%	24,018		24,018	96%
	Account:		20,602	28,050	29,702	24,937	24,937	100%	24,018	0	24,018	96%
-----												
	Orgn:		1,325,004	1,266,054	1,574,485	1,206,763	712,521	169%	800,195	15,489	815,684	114%
-----												
	Fund:		1,325,004	1,271,102	1,574,485	1,206,763	712,521	169%	800,195	15,489	815,684	114%

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CITY OF MILES CITY  
Expenditure Budget by Fund/Org Split Report -- MultiYear Actuals  
For the Year: 2025 - 2026

Page: 89 of 92  
Report ID: B240A2

5610 AIRPORT OPERATING

Org	Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
			21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
87 Airport												
430300 Airport (87)												
110	Salaries and Wages-Comp A		-1,709	-4,839	559		0	0%			0	0%
111	Salaries and Wages - Perm		87,708	97,489	106,115	113,125	133,487	85%	159,328	1,739	161,067	121%
121	OVERTIME-PERMANENT		3,279	1,640	2,067	3,616	2,000	181%	3,000		3,000	150%
131	VACATION		7,406	8,641	6,811	9,145	0	***%			0	0%
132	SICK LEAVE		8,127	12,302	6,552	6,357	0	***%			0	0%
133	OTHER LEAVE PAY		4,244	2,440	1,644	7,183	3,000	239%	2,000		2,000	67%
134	HOLIDAY PAY		250	335			500	0%	500		500	100%
141	Unemployment Insurance		278	306	185	210	201	104%	231		231	115%
142	Workers' Compensation		1,409	1,674	1,647	2,345	1,795	131%	2,265		2,265	126%
143	Health Insurance		13,912	15,919	6,609	10,171	10,081	101%	11,282		11,282	112%
144	FICA		7,780	8,628	9,083	10,624	10,214	104%	12,157		12,157	119%
145	PERS		11,555	8,945	9,304	10,999	12,241	90%	10,163		10,163	83%
196	CLOTHING ALLOTMENT		375	375	375	300	375	80%	375		375	100%
210	Office Supplies and Mater		1,596	1,785	676	1,018	1,200	85%	1,000		1,000	83%
214	Small Items of Equipment						250	0%	250		250	100%
220	Operating Expenses		3,386	2,800	3,616	4,523	3,000	151%	3,500		3,500	117%
230	Repair and Maintenance Su		39,898	45,167	58,005	115,885	35,000	331%	50,000		50,000	143%
231	Gas, Oil, Diesel Fuel, Gr		4,873	7,841	6,543	3,446	5,000	69%	5,000		5,000	100%
237	Aviation Fuel		557,118	440,090	421,082	471,001	250,000	188%	300,000		300,000	120%
239	Tires, Tubes Etc.		277	764	563	877	2,000	44%	2,000		2,000	100%
250	Supplies for Resale		2,200	3,532	1,849	5,298	2,000	265%	3,000		3,000	150%
311	Postage, Box Rent, Etc.		74	167	242	282	200	141%	200		200	100%
319	Other Communication and T		1,673	2,318	1,429		0	0%	500		500	****%
320	Printing, Duplicating, Ty						50	0%	50		50	100%
330	Publicity, Subscriptions		1,453	789	4,441	2,078	2,000	104%	2,000		2,000	100%
334	Memberships, Registration		694	842	2,517	2,104	700	301%	2,000		2,000	286%
341	Electric Utility Services		12,555	12,737	14,140	15,459	13,105	118%	14,000		14,000	107%
344	Gas Utility Service		10,661	12,078	8,900	11,272	10,029	112%	11,000		11,000	110%
345	Telephone		2,537	2,852	2,361	2,305	2,238	103%	2,500		2,500	112%
347	Internet		341	344	485	717	720	100%	800		800	111%
350	Professional Services		104,481	1,388	1,011	75	1,000	8%	1,000		1,000	100%
360	Contr R & M			19,982	238,974		0	0%			0	0%
363	R&M Vehicles/Equip/Labor-		16,698	15,367	21,607	25,501	12,000	213%	20,000		20,000	167%
367	Plumbing, Heating, Electr						500	0%	500		500	100%
370	Travel			111			0	0%	100		100	****%
380	Training Services		297	297	887		400	0%	300		300	75%
511	Insurance on Buildings		4,036		5,961	9,048	9,048	100%	9,276		9,276	103%
512	Insurance on Vehicles & E		3,381	4,263	4,088	4,466	3,255	137%	3,308		3,308	102%
513	Liability		5,917	5,917	5,917		5,000	0%	5,900		5,900	118%
930	Improvements Other than B				1	130,066	0	***%			0	0%
	Account:		918,760	735,286	956,246	979,496	532,589	184%	639,485	1,739	641,224	120%



MILES CITY POLICE DEPARTMENT  
Doug Colombik, Chief of Police

419 N. 7<sup>th</sup> Street  
Miles City, MT 59301  
Phone: (406) 232-3411  
Fax: (406) 234-4270

To: City Council

From: Chief Colombik

Ref: September 2025 Council Report

Our current felony casework as of 8/19/25 is at 91 for the year, an increase of 6 from the last report.

Captain Sloan and Dan Decker have begun ordering equipment for the two Dodge Pursuit patrol cars which were obtained by the Coal Board Grant. We hope to get both cars street patrol ready by the end of the year.

The parking lot project is completed (if you have not noticed). The funds used to finish this project were obtained through the Downtown Urban Renewal District grant.

Current felony caseload:

1. SIWC (sexual intercourse without consent)
2. Aggravated animal cruelty
3. Assault with a weapon
4. Burglary
5. Burglary
6. PFMA/strangulation
7. Child abuse
8. DUI Felony offense
9. Sexual assault
10. Indecent exposure/minor involved
11. Theft (F)
12. Warrant (F) (off of a traffic stop)
13. Fraud
14. Fraud
15. Theft (F)
16. Negligent homicide
17. Child abuse

MILES CITY POLICE DEPARTMENT  
Doug Colombik, Chief of Police

18. Child abuse
19. Fraud
20. Fraud
21. Vehicle theft
22. Criminal mischief (F)
23. Child porn
24. Child abuse
25. Assault with a weapon
26. Child abuse
27. Theft (F)
28. Sexual assault
29. Child porn
30. Sexual assault
31. Warrant served child abduction
32. DUI CPDD
33. Arson
34. DUI 4<sup>th</sup> offense
35. Attempted kidnapping
36. Child porn
37. Child abuse
38. Child porn
39. Child abuse 4/9/25
40. Child porn 4/14/25
41. Child abuse 4/24/25
42. Sexual assault 4/24/24
43. Fraud 4/24/24
44. Child porn 4/25/25
45. Child abuse 4/27/25
46. Sex assault 4/28/25
47. Criminal child endangerment 4/28/25
48. Assault / Disabled adult 5/6/25
49. Child abuse/sex assault 5/6/25
50. Child porn 5/13/25
51. Assault on an officer 5/18/25
52. Aggravated kidnapping 5/18/25
53. Assault with a weapon, witness tampering 5/22/25
54. Child porn 5/25/25
55. Child porn 5/27/25
56. Criminal mischief 5/29/25

MILES CITY POLICE DEPARTMENT  
Doug Colombik, Chief of Police

57. Aggravated assault 5/30/25
58. Sexual assault 6/2/25
59. Negligent arson 6/2/25
60. Child abuse 6/4/25
61. Child porn, sexual abuse of children 6/4/25
62. Death investigation 6/9/25
63. Criminal mischief (F) 6/12/25
64. Child porn 6/12/25
65. SIWC 6/12/25
66. Criminal mischief (F) 6/12/25
67. Vehicle theft 6/19/25
68. Child criminal endangerment 6/19/25
69. Sexual assault 6/20/25
70. Child pornography 6/20/25
71. Criminal endangerment 7/6/25
72. Fraud 7/10/25
73. Fraud 7/11/25
74. Theft bad check 7/21/25
75. Child abuse 7/31/25
76. Theft 8/1/25
77. Theft, CPDP 8/5/25
78. Sexual abuse of children (child porn) 8/6/25
79. Sexual assault 8/6/25
80. Child pornography 8/7/25
81. Child pornography 8/11/25
82. Child pornography 8/12/25
83. Theft 8/13/25
84. DUI 4<sup>th</sup> offense and criminal endangerment x 5 8/14/25
85. Sexual abuse of children (child porn) 8/18/25
86. DUI 4<sup>th</sup> offense 8/21/25
87. Robbery 8/27/25
88. Child abuse 8/27/25
89. Theft (F) 9/10/25
90. Child pornography 9/11/25
91. Vehicle theft 9/13/25

MILES CITY POLICE DEPARTMENT  
Doug Colombik, Chief of Police

Doug Colombik  
Chief of Police  
Miles City Police Department  
(406) 874-8632 Office  
(406) 232-3411 Dispatch

**RESOLUTION NO. 4643**

**A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING PROBATIONARY & TRIAL PERIOD**

*WHEREAS* the City of Miles City has established certain personnel policies for officers and employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

*AND WHEREAS*, such policies include a policy entitled “Probationary & Trial Period” at section 3 of the Personnel Manual;

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

1. The policy as to Probationary & Trial Period, at section 3 of the Personnel Manual is hereby amended to read as set forth in Exhibit “A” section 3, attached hereto and made apart hereof.

2. Such amended policy shall become effective immediately upon the passage of this resolution;

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23RD DAY OF SEPTEMBER, 2025.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk



# CITY OF MILES CITY PERSONNEL POLICY

Section 3:	En In	Section 7, Item A.
Effective:		10/14/2014
Last Revised:		10/7/2014

## Probationary & Trial Period

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

### PURPOSE

The City of Miles City believes that an employee should have time to adjust to new surroundings, assume an increasing workload and prove that he or she is the proper person for the position.

### POLICY

The City of Miles City’s policy for a newly hired employee is that he or she is subject to a probationary period.

### PROCEDURE

#### A. Probationary Period:

1. All newly hired employees must serve a period of initial probation. Police Officers, Firefighters and Dispatchers serve a probationary period of one year; ~~all other~~ all other employees serve a minimum of ~~six months~~ one year’ probation, unless otherwise defined by a Collective Bargaining Unit.
2. The “Employment Confirmation Letter” received by the employee, signed by the Mayor, and shall state length of probationary period.
3. The probationary period is designed to give the employee time to learn the position and to give the Department Director/Supervisor time to evaluate the employee’s potential and performance. Probationary employees will be formally evaluated at three (3) months of employment and one (1) month prior to completion of their probationary period, using the City’s “Employee Performance Appraisal” form. During the established initial probationary period, the City reserves the right to terminate the probationary employee’s service with or without cause, provided; however, the employer shall not discharge or otherwise discipline an employee for protected union activity, public policy or written policies.



# CITY OF MILES CITY PERSONNEL POLICY

Section 3:	Employment Information
Effective:	07/01/2021
Last Revised:	04/27/2021

## NON-UNION WAGE SCALE MATRIX

### Resolution #4399

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

### PURPOSE

To establish a wage scale matrix for non-union staff to aid in the retention of staff.

### POLICY

The City of Miles City shall provide step increases for non-union staff as described in the matrix once each fiscal year as the health of the City budget allows.

### PROCEDURE

#### Step Increases

- On initial employment an employee will be placed on the schedule at the beginning probationary wage.
  - A current City employee transferring to a new position will either be placed at the probationary wage or a step commensurate with education and experience.
- Each ~~fiscal year~~ year, on an employee's annual anniversary, in conjunction with the performance evaluation process the step increase may be recommended when the individual performs at a satisfactory level.
- When an employee has progressed to the last step of the schedule for that position no further increases will be granted.
- The Human Resources Committee forward recommendations to the Finance Committee by June 1, each year.
- The Human Resources Committee recommendations shall be tracked on the Wage Increase Requests – Signature Sheet & Tracking Form.

**RESOLUTION NO. 4644**

**A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY**

**WHEREAS**, pursuant to M.C.A. 2-6-1003, every person has the right to inspect any nonexempt public record of the City of Miles City subject to reasonable procedures; and

**WHEREAS**, the City of Miles City recognizes and respects the public’s right to public documents and the importance of maintaining orderly files to facilitate public access in an efficient and cost-effective manner; and

**WHEREAS**, the City Council of the City of Miles City, Montana desires to adopt policies and procedures for responding to open records requests; and

**WHEREAS**, public information requests can be obtained by filling out the Public’s Request form as attached in “Exhibit A”; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Miles City, Montana adopts the Public Records Policy for the City of Miles City to provide economical and efficient access to public records as provided under Montana Code 2-6-1003.

**PASSED BY THE CITY COUNCIL THIS 23<sup>RD</sup> day of September, 2025.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED, AND ADOPTED** by the City Council of the City of Miles City this 28<sup>TH</sup> day of October, 2025.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk



# CITY OF MILES CITY

Section 7, Item B.

17 S 8<sup>th</sup> Street  
P.O. BOX 910  
MILES CITY, MT 59301

Ph: 406-234-3462  
Fax: 406-234-2903  
miles-city-mt.gov

## REQUEST FOR PUBLIC RECORDS POLICY

As custodians of public information, the City of Miles City recognizes the public's right of access to public records. Please read the information pertaining to the City's procedure for providing requested information.

The City of Miles City will provide an effective and timely response to requests for public records under §2-6-101, MCA. The City will make every effort to assist and provide prompt accurate and courteous service in a timely manner. Please note that some requests may take longer to accomplish depending on file storage location and staff availability.

*\*\*Most record requests are at very little cost and fulfilled timely. However, in some instances a fee may be associated (broken into half-hour increments) for the time involved researching, any print copies or electronic data of the request, pursuant to §2-6-110, MCA.\*\**

- This may include requests requiring significant time researching across numerous departments, old and archived records, voluminous records, etc.
- Request for analysis, compilation, extractions, comparisons, chronologies and other assemblages of existing material.

All records requests are to be directed to the City Clerk, who will provide the City's response. This request form may be obtained from City Hall or by email after contacting the City Clerk. Once received, it will be routed to the proper department for processing. The department will provide the Clerk with the requested information, and the amount of time involved researching the request. The Clerk will be responsible for communicating the status of the request, and any amount due for copies and/or research time, to the requestor. Upon receipt of any monies due, the requested information/documentation will be provided to the requestor. Requests for information that is protected or prohibited from public release by law may be denied and the requestor contacted and informed of this. Public documents containing exempt information may be released after redaction.

Please complete the request form on side 2 of this policy. A title or reasonable description of the requested information is required for all information not readily available or dependent upon staff availability if the request cannot be fulfilled immediately.

### FEES:

COPIES		Flash drive/supplied by The requestor: \$12.00	SCANNING	
8.5 x 11 inch copy	\$0.50 / page		Scan up to 10 pages	\$2.00 flat fee
8.5 x 14 inch copy	\$0.50 / page		Scan 11 to 50 pages	\$6.00 flat fee
			Scan 51 to 100 pages	\$10.00 flat fee
			Scan over 100 pages	\$15.00 flat fee
DIGITAL MEDIA				
Email	No charge			
			POSTAGE FEE	\$5.00
STAFF TIME			CERTIFIED COPY	Additional \$2.00
First 15 minutes	No charge			
Administrative	\$25.00 per hour			
Professional	\$46.00 per hour			
Executive	\$76.00 per hour			



# CITY OF MILES CITY

Section 7, Item B.

## City of Miles City -Public Records Request Form *Request for City Employee Information*

**Date:** \_\_\_\_\_  
**Requestor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

I am requesting access to public records under the Montana Public Records Act. Please check the boxes next to the information you are requesting:

- Full names of current city employees
- Job titles and departments
- Hire dates and length of service
- Salary or compensation details
- Work contact information (email or phone, if applicable)
- Organizational chart or reporting structure
- Employment status (full-time, part-time, contract)
- Other (please specify): \_\_\_\_\_

**Preferred Format for Receiving Records:** note: the charges are included on page 1

- Email
- Printed copy (mail or pick-up)
- In-person review

Thank you for your assistance.

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**RESOLUTION NO. 4645**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2024-2025 THROUGH 2028-2029**

**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 FY 2024-2025 through FY 2028-2029, 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, 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 23RD DAY OF SEPTEMBER, 2025**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT FOR SERVICES FOR  
FY 2024-25 THROUGH FY 2028-2029.**

This **AGREEMENT** entered into this 23rd day of September, 2025 effective the 1st day of July, 2024, 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; EXTENSION OF PREVIOUS AGREEMENT:**

This Agreement shall be in effect for a period of FIVE (5) YEARS, with an effective date of July 1, 2024, and terminating at midnight on June 30, 2029.

**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 the County, the City shall provide the 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. 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 the Public Utility Director.

B. Central Dispatch

Twenty-five percent (25%) of the City's Net Actual Central Dispatch Cost 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 9-1-1 Board)

C. 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, 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: \$10.00

Daily Boarding Fee: \$20.00

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

Quarantine: \$10.00 Impound fee, plus \$20.00 Daily Boarding fee for 10 days.

Capture of Potentially Dangerous Animal: Actual costs of animal control Officer: \$40.00 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 \$2,000.00 annually to its capital improvement fund for the Animal Control Building and its Maintenance.

D. Ambulance Services

Ambulance services provided by the City to the County at the following rates, which shall be payable annually following the County’s receipt of the City’s third quarter invoice. The City shall provide the County call reporting data for all calls responded to outside of the City limits on a quarterly basis:

- FY 2024-2025: \$175,000.00 (County shall pay remaining amounts not yet invoiced for FY 2024-25)
- FY 2025-2026: \$175,000.00 (Base Year)
- FY 2026-2027: \$183,750.00 (an increase of 5% over previous year).
- FY 2027-2028: \$192,937.00 (an increase of 5% over previous year).
- FY 2028-2029: \$202,584.00 (an increase of 5% over previous year).

E. Booking Services

Booking services shall be provided by the County at no cost to the City, subject to the Custer County Sheriff’s Office’s standard operating procedures applicable to the City.

F. Sanitation Service

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

5. 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.

6. 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.

7. TERMINATION:

This Agreement may be terminated after FY 2028-2029 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.

8. 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.

9. 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.

10. 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: Mayor  
City Hall  
P.O. Box 910  
Miles City, Montana 59301;

COUNTY: Chairperson  
Board of County Commissioners  
Custer County Courthouse  
1010 Main Street, Ste. 22  
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 three days after the time the

same is deposited in the United States mail with proper prepaid postage affixed. Alternatively, personal service may be made upon the Mayor for the City, or the Chairperson of the Board of County Commissioners for the County, with such notice deemed to have been delivered at the time of service.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

The following subsections of § 7-11-105 MCA are not applicable to this Interlocal 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.

17. 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.

18. 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 Agreement except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of the 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 Agreement 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, MONTANA

BY: \_\_\_\_\_  
Dwayne Andrews, Mayor

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

CUSTER COUNTY, MONTANA

BY: \_\_\_\_\_  
Jason Strouf, Commission Chair

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

BY: \_\_\_\_\_  
Jeff Faycosh, Commissioner

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

BY: \_\_\_\_\_  
Kevin Krausz, Commissioner

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

EXHIBIT "1"

SERVICES TO BE PROVIDED TO THE COUNTY BY THE CITY:

- A. Fairgrounds Water
- B. Central Dispatch Services
- C. Animal Control Services within the exterior boundaries of Custer County.
- D. 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: \_\_\_\_\_  
Dwayne Andrews, Mayor

DATE: \_\_\_\_\_

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

- 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 and agreement with this Exhibit:

CUSTER COUNTY: \_\_\_\_\_  
Jason Strouf, Commission Chair

DATE: \_\_\_\_\_

CITY OF MILES CITY: \_\_\_\_\_  
Dwayne Andrews, Mayor

DATE: \_\_\_\_\_

**MEDIATION AGREEMENT**  
**(Subject to Governing Body Approval)**

On September 5, 2025, an informal mediation was conducted between the City of Miles City, Montana (“City”), represented by City Council President, Brant Kassner; and Custer County, Montana (“County”), represented by County Commissioner, Jason Strouf. The informal mediation was facilitated by the City Attorney and the County Attorney. The topic mediated was the contribution amounts to be paid by the County to the City for ambulance response within the County, and outside of the City Limits.

The following amounts were agreed upon by the representatives of the City and County, subject to final approval by the City Council and County Commissioners:

The last audited fiscal year for the ambulance enterprise fund was FY2022-2023. Said audit reflected an operating **deficit** of \$319,409.00. in FY2022-2023, the County paid approximately \$92,895 under the previous interlocal agreement for ambulance services. The County residents are the subject of approximately 18.44% of all ambulance responses, and of the \$319,409.00 deficit, the County’s share would be \$58,900.00. The combined amount of the County’s fiscal contribution to the ambulance fund for FY2022-2023, plus 18.44% of the ambulance fund operating deficit of \$319,409 (being \$58,900.00), is \$151,797.00.

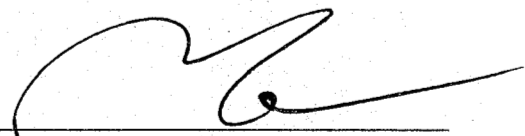
The parties note that as FY2024-2025 has already passed, that contractually, the County can enforce the payment terms under the previous interlocal agreement, which remains in effect until a subsequent agreement is negotiated and approved by the governing bodies. As a measure of good faith, the County agrees to negotiate a rate for the preceding fiscal year based on the most recent audit, with an adjustment for inflation.

The parties agree that the preceding fiscal year, being FY2024-2025, shall not be billed at the previous contract rate, and shall instead be based on the last audited prorated amount of \$152,000 for FY2022-2023, increased by an amount of approximately 15%, for a total fee of \$175,000 (note: the County has made quarterly payments for FY2024-2025 as invoiced, and shall pay an additional amount so that the total amounts paid for FY2024-2025 is \$175,000.00). This same rate is negotiated for FY2025-2026, and reflects an approximate annual increase of 5% following the most recently audited year.

The parties jointly recommend a 5-year total agreement, from FY 2024-2025 through FY 2028-2029, as follows:

- FY 2024-2025: \$175,000.00 (15% increase above FY2022-2023 audited share)
- FY 2025-2026: \$175,000.00 (the current "base" year, based on 15% over FY23)
- FY 2026-2027: \$183,750.00 (an increase of 5% over previous year).
- FY 2027-2028: \$192,937.00 (an increase of 5% over previous year).
- FY 2028-2029: \$202,584.00 (an increase of 5% over previous year).

  
\_\_\_\_\_  
Brant Kassner, Council President

  
\_\_\_\_\_  
Jason Strouf, County Commissioner

RESOLUTION NO. 4646

A RESOLUTION ELECTING TO OPERATE UNDER THE ALL-PURPOSE MILL LEVY AND FIXING THE TAX LEVY FOR THE GENERAL FUND, AMBULANCE FUND AND AIRPORT FUND TO BE LEVIED AND ASSESSED ON ALL THE TAXABLE PROPERTY IN THE CITY OF MILES CITY FOR FISCAL YEAR 2025-2026

WHEREAS the City Council of The City of Miles City, Montana, on September 3<sup>rd</sup>, 2025, by Resolution No. 4638 approved and adopted a final budget for the City of Miles City for fiscal year 2025-2026;

AND WHEREAS, pursuant to §7-6-4451, the City Council has determined that it is in the best interests of the City of Miles City to operate under the all-purpose annual mill levy;

AND WHEREAS, the City Council has determined the amount of taxes required to balance the budgets as provided in §§7-6-4034 and 7-6-4036 MCA;

AND WHEREAS, the City Council is required by law to fix the tax levy required for the City of Miles City for FY 2025-2026;

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

1. The City of Miles City elects to operate under the all-purpose mill levy authorized by §7-6-4451 for Fiscal Year 2025-2026.
2. There is hereby levied and assessed for the Fiscal Year 2025-2026 on all taxable property within the City of Miles City, Montana, a tax for 238.02 mills in the following respective amounts and for the following purposes:
  - A. For the general municipal and administrative purposes 236.52 mills, the money to be collected therefrom to be placed in a fund known as the "General Fund" and to be used for said purposes.
  - B. For the purpose of providing ambulance service by the City of Miles City, 1.00 mills, the money to be collected therefrom to be placed in a fund known as the "Ambulance Fund" and to be used for said purposes.
  - C. For the purposes of operation of the City-County Airport, 1.50 mills, the money to be collected therefrom to be placed in a fund known as the "Airport Fund" and to be used for said purposes.
3. The City Clerk is hereby directed to at once certify to the Clerk and Recorder of Custer County, Montana, a copy of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT ITS REGULAR MEETING, DULY NOTICED, THIS 23<sup>RD</sup> DAY OF SEPTEMBER, 2025.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

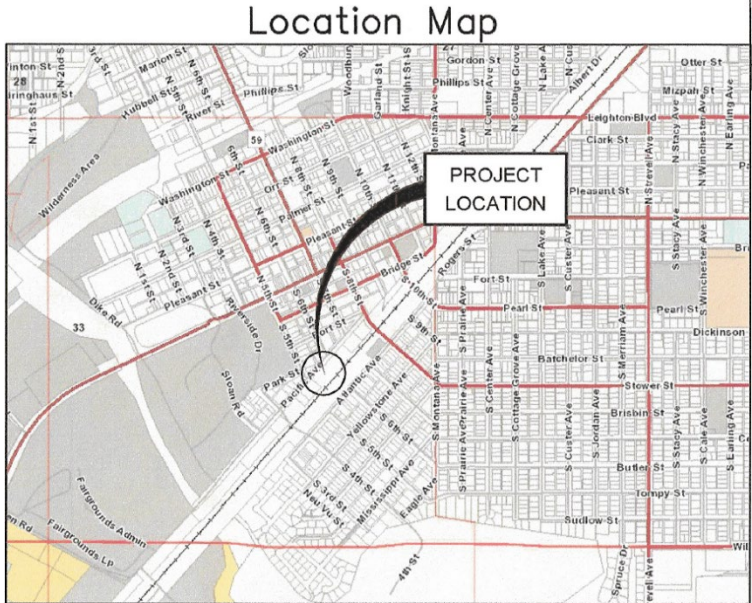
## Staff Report to the City Council Final Plat Review of RR Depot Minor Subdivision, September 16, 2025

This report is submitted to the City of Miles City’s City Council for review of the final plat application for the RR Depot Minor Subdivision at a public meeting scheduled for Tuesday, September 23, 2025 at 6:00 p.m. Per 76-3-611, MCA, the City Council is required to review and approve or deny the final plat on or prior to the review deadline of September 26, 2025, unless the subdivider or the subdivider's agent and the City Council or subdivision administrator agree to extend the review period.

The RR Depot Minor Subdivision would create one lot, leaving a remainder tract over 160-acres that is not subject to subdivision review. See the final plat attached to this report. The BNSF Railway Company owns the railroad right-of-way that extends through the City of Miles City and beyond a southwest to northeast direction. The proposed Tract RR is located at 500 Pacific Avenue in the southwest portion of Miles City just south of downtown, within the BNSF railroad tract/right-of-way between S. 5th Street and S. 6th Street. See the ‘Location Map’ below.

The preliminary plat application qualified for review as an “administrative minor subdivision”. Administrative minor subdivisions are a result of 2023 legislation, which introduced a new type of subdivision that must be reviewed in accordance with 76-3-609(8)(a), MCA. State law provides for the subdivision administrator to assume the decision-making authority to grant preliminary plat approval. The subdivision administrator granted preliminary approval to the subdivision subject to 12 conditions on January 8, 2025. The preliminary approval was for a three-year period.

The RR Depot Minor Subdivision would create one lot of 49,088 square feet, being Tract RR, located in Gov’t Lot 5 & NE ¼ SE ¼ of Section 33 of Township 8 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City. The subdivided tract would be conveyed to Custer County after final plat approval and then subsequently conveyed to the Montana Department of Fish, Wildlife, & Parks (FWP) for use as a visitor center.



BNSF Railway Company is the owner of the subject property, and the Custer County Commissioners are the subdividers. Quinn Wright of Initial Point Surveys PLLC is the local agent for the subdividers and the project surveyor.

The subdivision lot is and will be provided City services.

The Final Plat application was submitted to the subdivision administrator on July 9, 2025 via email, with additional material submitted between then and August 7<sup>th</sup>.

The subdividers' agent, Quinn Wright, has requested that the City waive the requirement in Sec. 21-14(b)(2)(a)(5) of the Miles City Subdivision Regulations that requires consent to plat documents from lienholders to be dated no older than 30 calendar days prior to the date of submittal. The City Attorney, Daniel Z. Rice, has reviewed the subdivision guarantee submitted with the application, and addressed an apparent erroneous document referenced in the consent to plat documents noted by the subdivision administrator, and the document reference appears to be a typo. The City Attorney also recommends the City Council waive the 30-day requirement.

The following documents are attached to this report:

1. Final Plat of RR Depot Minor Subdivision
2. Final Plat Subdivision Application
3. August 7, 2025 email from Quinn Wright with waiver request for ages of Consent to Plat documents
4. Document from Initial Point Surveys to address how conditions of preliminary plat approval have been addressed
5. Examining Land Surveyor approval
6. Subdivision Guarantee
7. Consent to Plat from U.S. Bank
8. Consent to Plat from Citibank N.A.
9. City Attorney review of Subdivision Guarantee with recommendation on waiver request
10. Preliminary plat approval letter

**The conditions of preliminary approval are listed below. Following each condition is a statement in italics indicating how the condition has been met.**

**Conditions:**

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

***Compliance Statement:*** *The final plat for the subdivision has only been modified relative to the preliminary plat to accord to the conditions of preliminary plat approval; the plat and plans substantially comply with the preliminary plat and plans, satisfying Condition 1.*

2. The Subdivider shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision prior to receiving final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. The Subdivider is hereby informed that any unmet regulations, procedures, offered conditions and mitigations, or provisions that are not specifically listed as conditions of approval, do not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the Miles City

Subdivision Regulations or State law. *[This condition will ensure compliance with MCSR and MCA]*

**Compliance Statement:** *The final plat has proceeded in accordance with the Miles City Subdivision Regulations. With the exception of the age of the consent to plat documents, being over 30 days old at the time of submittal, the subdivision continues to comply with the applicable regulations. It should be noted that it would not be contrary to state law for the City Council to grant the waiver being requested for the age of the consent to plat documents.*

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

**Compliance Statement:** *The preliminary plat was approved on January 8, 2025, giving a three-year approval period for the preliminary plat that will be in force until January 8, 2028. The final plat will need to be recorded at the Custer County Clerk & Recorder’s Office prior to that date, unless an extension is requested and granted in accordance with state law and local regulations. It is expected the final plat will be recorded soon after City Council approval.*

- 4. The Subdivider and/or landowner shall submit an application for final plat review subject to review and approval by the governing body. *[Sec. 21-14(b) MCSR and 76-3-611, MCA]*

**Compliance Statement:** *The subdividers’ agent submitted a final plat application for review and approval by the City, which was signed by a representative of the landowner, BNSF Railway Company. Condition 4 is satisfied.*

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

**Compliance Statement:** *The subdivision administrator has reviewed the PDF version of the final plat and found it to substantially comply with content requirements of the Uniform Standards for Final Subdivision Plats (A.R.M. 24.183.1107). The physical form items (such as size and materials) will need to be checked by the Custer County Clerk & Recorder’s Office at the time of submittal for recording.*

*The final plat submittal includes an Examining Land Surveyor (ELS) approval letter dated July 21, 2025 from Carl R. Kluesner P.L.S., as the Custer County Examining Land Surveyor. With the ELS approval, subdivision administrator findings, and Custer County Clerk &*

*Recorder's Office providing final signatures on the final plat after final plat approval by City Council, the final plat and supplements will comply with Condition 5.*

6. The governing body shall approve the final plat only if it conforms to the conditions of approval set forth on the preliminary plat application and to the terms of the MSPA and MCSR; and if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. [76-3-611(1), MCA]

**Compliance Statement:** *Based on the subdivision administrator's review of the final plat and application, it appears all conditions are satisfied. The County Treasurer's signature certifying compliance with this requirement is on the face of the final plat. Condition 6 is satisfied, and the City Council may grant final plat approval if the requested waiver is granted for the age of the consent to plat documents.*

7. The Subdivider shall submit with the final plat a subdivision guarantee issued by an authorized title insurer or its title insurance producer showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The governing body may provide for the review of the subdivision guarantee for the land in question by the City Attorney. [76-3-612, MCA]

**Compliance Statement:** *The final plat application included a Subdivision Guarantee dated June 25, 2025 issued by First American Title Insurance Company (through Security Abstract & Title Company), which was dated 14 days old as of the July 9, 2025 final plat application submittal. The Subdivision Guarantee documents the vested owner as of that date being BNSF Railway Company, with lienholders listed including U.S. Bank and Citibank, N.A.*

*The application also included a Consent to Plat document from Citibank, N.A. dated 5/14/2025, as well as a Consent to Plat document from U.S. Bank dated January 30, 2025. Both documents cite Document No. 208760, records of the Clerk & Recorder's Office of Custer County, as the lien instruments. Document No. 208760 is not listed in the Subdivision Guarantee as the applicable lien document, so the subdivision administrator requested the document from the subdividers' agent, and that the applicants/agent address the documents listed in the Subdivision Guarantee with the Consent to Plat documents. Mr. Wright's response was that there is no such document in Custer County Clerk & Recorder's Office as their numbers only go up in the 180,000's; Mr. Wright stated that with the help of the clerk of records, they still could not find it, but they did find documents during that time period (1970) that are filed in a book down in the basement that is completely BNSF stuff; apparently, it is about 3 inches thick, and they did not copy it for the application.*

*Sec. 21-14(b)(2)(a)(5) MCSR requires consent to plat documents to be dated no older than 30 calendar days prior to the date of submittal. This 30-day requirement is not a requirement from state law, but only a local requirement found in the subdivision regulations. Because the Citibank consent was 8 weeks old at the time of submittal, and the U.S. Bank consent was*

over 5 months old, the subdivision administrator requested that the agent ensure the Consent to Plat documents are signed within 30 days prior to submitting them. Mr. Wright's response to the request was, "We are asking that this be waived, it's almost impossible dealing with the BNSF and their lenders and working on their schedule to meet that requirement." The subdivision administrator is unable to "waive" an administrative requirement in the subdivision regulations, but the City Council may waive such a requirement.

The subdivision administrator requested City Attorney Dan Rice review the Subdivision Guarantee, the Consent to Plat documents, and the waiver request for the age of the consents. Attorney Rice's analysis is attached to this report, and his discussion is as follows:

*"I have reviewed the Subdivision Guarantee issued by First American Title pertaining to the RR Depot Minor Subdivision application, and find that it is complete and sufficient. The report describes the property in question, and identifies two lienholders who would be required to consent to the plat being approved.*

*Both U.S. Bank, and Citibank N.A., the identified lienholders, have submitted both Lienholder Acknowledgments and Consents to Plat in support of the present application. The banks both identify the real property correctly, although there is a persisting document number typo contained in all documents which is known to be a typo, as document numbers are sequential, and the mistyped number does not yet exist. I find this error to be administrative, harmless, not the fault of the parties, and not of concern given the proper identification of the property legal description, acknowledgment of the lien, and confirmation by the subdivision guarantee.*

*I would recommend that City Council waive the 30-day requirement as to the date of the bank acknowledgments and consents, which is merely a local rule, which does not adequately account for dealing with large entities such as BNSF, U.S. Bank, and Citibank. The documents are validly executed with reliance assurances, and the strict adherence to the local timeliness requirements under the circumstances serves no legitimate purpose."*

*In summary, both lienholders listed in the Subdivision Guarantee have signed a consent to plat document, the document reference is an apparent typographical error that does not negate the fact that the lienholders consent to the platting of this subdivision, and Attorney Rice recommends the City Council waive the 30-day requirement, which is a local rule that does not account for dealing with large entities such as BNSF, U.S. Bank, and Citibank. Strict adherence to the local timeliness requirements under the circumstances serves no legitimate purpose.*

*If the City Council waives the 30-day consent to plat requirement, Condition 7 would be adequately satisfied to allow final plat approval by City Council.*

8. The proposed exclusion from sanitation review by the Montana Department of Environmental Quality (DEQ) shall be approved by the sanitarian for the Miles City/Custer County Health Board or DEQ prior to final plat approval. Certification of the

local health officer having jurisdiction shall appear on the final plat. [ARM 24.183.1107(3) and 76-4, MCA]

**Compliance Statement:** *The final plat includes under the “Certificate of Sanitarian” the signature of Michael Rinaldi dated June 3, 2025. The certificate approves of a sanitation exclusion from Montana DEQ review. Mr. Rinaldi has since retired from his position as local environmental health officer, but his signature adequately demonstrates compliance with Condition 8.*

9. The final plat and any instrument of transfer concerning the parcel shall identify the legal and physical access to the lot created by the subdivision. [76-3-608(3)(d), MCA]

**Compliance Statement:** *The final plat shows Tract RR as directly abutting Pacific Avenue, a City street, for legal and physical access. Future instruments of transfer concerning the parcel shall identify the legal and physical access to the lot to comply with that requirement of 76-3-608(3)(d), MCA and Condition 9. Condition 9 is therefore met at this time.*

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

**Compliance Statement:** *The final plat depicts Easement #1, a utility easement to encumber a large portion of Tract RR. The easement is being created to ensure various utilities that cross the tract are located within an easement that covers all of the utilities, and to comply with Sec. 21-18(a)(6)(c) MCSR, which states: “No single lot may be divided by a public or private road, alley or utility right-of-way or easement.” The easement language under the Purpose of Survey on the plat identifies the purpose and recipients of the dedication, and the dimensions are shown on Tract RR. The final plat complies with Condition 10.*

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

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

**Compliance Statement:** *The final plat depicts Easement #1, a utility easement to encumber a large portion of Tract RR. The easement language under the Purpose of Survey on the plat includes the above language as required by Condition 11 and Sec. 21-18(a)(13)(i) MCSR.*

12. Future uses of the lot shall be in accordance with the Miles City Zoning Code and consistent with the plans reviewed with the preliminary plat application, unless a variance is granted per the Zoning Code, as applicable, and an amendment is approved by the governing body. In addition, because the project has only been proposed for the non-

residential use allowed by the current General Commercial District regulations and the preliminary plat application did not contemplate residential uses and associated park land dedication requirements, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. [Sec. 21-14(b)(11) and Sec. 21-18(a)(16) MCSR]

**Compliance Statement:** Condition 12 serves to inform the subdividers of the restrictions of the City zoning code and that residential uses, which have not been contemplated and would require additional review due to potential park land dedication requirements for subdivisions that create residential lots of 5-acres in size or less. Nothing further is required for compliance with Condition 12, which should therefore be considered satisfied.


This preliminary plat approval is for the creation of one lot to be used in compliance with the Miles City Zoning Code and as contemplated in the subdivision application. Any changes to the approval would require additional review and approval by the City of Miles City.

**Compliance Statement:** The final plat will create one lot, which will need to be used in compliance with the Miles City Zoning Code. No changes to the approval have been requested or made that would require additional review and approval by the City of Miles City.

**SUBDIVISION ADMINISTRATOR RECOMMENDATION:**

Based on compliance with conditions of preliminary approval and subject to City Council approval of the waiver request for the age of consents to plat from lienholders discussed above, the subdivision administrator recommends the City Council approve the final plat and authorize the Mayor to sign the Certification of Final Plat Approval on the final plat. The final plat and documents listed below may then be recorded and/or filed at the Custer County Clerk & Recorder’s Office.

Reviewed and submitted by:

  
Joel Nelson, Geoplant LLC  
Contract Planner  
(Subdivision Administrator)

September 16, 2025  
Date

**Items to be filed or recorded for the RR Depot Minor Subdivision:**

- Final Plat of RR Depot Minor Subdivision (signed originals – the Custer County Clerk & Recorder’s Office requires 2 mylars and 1 paper)
- Subdivision Guarantee dated June 25, 2025 (ARM 24.183.1107(1)(c) & (5)(a))
- Consent to Plat from CitiBank (ARM 24.183.1107(1)(c) & (5)(a))
- Consent to Plat from US Bank (ARM 24.183.1107(1)(c) & (5)(a))



Attachment 2 - 3 pages

**FINAL PLAT SUBDIVISION APPLICATION**



Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, P.O. Box 910  
Miles City, MT 59301

FOR OFFICIAL USE ONLY	
File No.	
Date Received	

**SUBDIVISION NAME:** RR Depot Minor Subdivision

**RECORD PROPERTY OWNER:** BNSF Railway Company Phone: \_\_\_\_\_

Mailing Address: 2500 Lou Menk Drive Email: \_\_\_\_\_  
Fort Worth, TX 76131

**SUBDIVIDER (if different):** Custer County Commissioners Phone: \_\_\_\_\_

Mailing Address: 1010 Main Street, Suite 22 Email: \_\_\_\_\_  
Miles City, MT 59301

**LOCAL AGENT (if using technical assistance):** Quinn Wright/ Initial Point Surveys PLLC

Mailing Address: 1213 North Center Ave. Phone: 406-861-9542  
Miles City, MT 59301 Email: initialpointsurveys@gmail.com

*-attach additional sheets if necessary*

**DATE OF PRELIMINARY PLAT APPROVAL:** Jan 8, 2025 File No: \_\_\_\_\_

**PROPERTY INFORMATION:**

Location of Project (address or general description): 500 Pacific Ave.

Legal Description: Govt. Lot 5 & NE1/4SE1/4 Section: 33 Township: 8 North, Range: 47 East

Lot(s)/Tract(s) \_\_\_ of Subdivision: n/a (name or env. #) OR

Certificate of Survey #: n/a

OR Tax ID or GeoCode: n/a

Parcel Size: 49,088 sq. ft. (indicate acres or square feet)

**PARKLAND** (Indicate amount or check if exempt)

\_\_\_\_\_ Acres on site \_\_\_\_\_ Acres off site \$ \_\_\_\_\_ Cash in lieu

x Exempt

**FINAL PLAT REQUIREMENTS:** Submittal Copies that meet the Uniform Standards for Final Subdivision Plats in ARM 24.183.1107 and as adopted by Section 21-62 of the Miles City Subdivision Regulations.

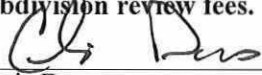
- 2 24 x 36 Mylar copies of plat
- 2 24 x 36 paper copies of plat
- 1 11x17 copy

**Attachments to be submitted with this application (21-14(b)(2)(a), Miles City Code of Ordinances):**

\_\_\_\_\_ Final Plat review fee

- \_\_\_\_\_ A statement outlining how each condition of approval has been satisfied
- \_\_\_\_\_ Title Report or updated Abstract of Title showing ownership *(no older than 30 calendar days prior to the date of submittal of the final plat application)*
- \_\_\_\_\_ A signed, dated and notarized statement from each landowner, if different from the subdivider, and each lien holder or claimant of record consenting to the platting of the subdivision dated no older than 30 calendar days prior to the date of submittal.
- \_\_\_\_\_ Montana DEQ or local sanitarian approval of the subdivision *(or approved exemption(s))*.
- \_\_\_\_\_ Final grading and drainage plan *(include road plans & profiles, State/local encroachment or approach permits, as required)*
- \_\_\_\_\_ All engineering plans
- \_\_\_\_\_ Any property owner association documents, including proposed bylaws, covenants or declarations
- \_\_\_\_\_ A certificate of dedication of public improvements *(on face of plat or as otherwise required)*.
- \_\_\_\_\_ Copy of approved state highway permits when a new road or driveway will intersect with a state highway
- \_\_\_\_\_ Description indicating which required improvements have been completed
- \_\_\_\_\_ A subdivision improvements agreement, financial guarantee and supporting documentation securing the future construction all incomplete improvements to be installed *(if applicable)*
- \_\_\_\_\_ City Attorney review of title report. *Note: the subdivision administrator is authorized to provide for the review of the abstract or certificate of title of the land in question by the City Attorney<sup>1</sup>.*
- \_\_\_\_\_ Tax certification from the county treasurer certifying that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid<sup>2</sup> *(typically on face of plat)*.

**I/we understand that the Custer County Clerk & Recorder will require that an examining land surveyor review and certify that the final plat complies with A.R.M 24.183.1101 and 24.183.1107 before recordation. This review fee, as set by the Clerk & Recorder, is a separate fee from the city subdivision review fees.**

  
 \_\_\_\_\_  
 Chris Danos  
 Assistant Vice President  
 Economic Development  
**Signature of Owner**

2/20/25  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_ Signature of Owner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_ Signature of Owner

\_\_\_\_\_  
 Date

<sup>1</sup> *The subdivision administrator will provide for the review of the abstract or certificate of title to be included in the subdivision documentation.*  
<sup>2</sup> *For Applicant Information only. The final plat cannot be recorded until property taxes are paid in full.*

Quinn Wright  
Signature of representative who prepared the application

1-15-2025  
Date

**The above persons certify that the information contained herein and all attachments transmitted herewith are true and accurate to the best of my knowledge. The property owner hereby grants the governing body of Miles City, City staff, any agents of Miles City, and affected agencies permission to enter the subject property to conduct the final plat review.**

**From:** [Quinn Wright](#)  
**To:** [joel@geoplant.com](mailto:joel@geoplant.com); [Jason Strouf](#)  
**Subject:** Re: RR Depot Final Plat  
**Date:** Thursday, August 7, 2025 1:35:55 PM  
**Attachments:** [Conditions letter RE Preliminary conditional approval dated jan 8 2025.docx](#)  
[Final Plat- RR depot 8-7-25.pdf](#)  
[RR DEPOT MSD CUSTERCO RVW22.pdf](#)

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Hello Joel,

Attached is the updated final plat, it has all the signatures, the Clerk & Recorder will sign for the examining land surveyor at time of recording. Attached is his new approval letter. Also attached is a letter which address's the condition in the preliminary plat approval letter dated January 8, 2025.

In your letter dated July 18, 2025 you mention the consent to plat doc must not be older than 30 days prior to the date of submittal.

We are asking that this be waived, it's almost impossible dealing with the BNSF and their lenders and working on their schedule to meet that requirement.

As far as Doc No. 208760, there is no such document in Custer county Clerk & Records Office as their numbers only go up in the 180,000's. I think it might be 28760, but with the help of the clerk of records we still could not find it. We did find documents during that time period that is filed in a book down in the basement that is completely BNSF stuff. It is about 3 ins thick. It would be a waste of time to copy it.

I'm on my way with the 11"x17" and four 24"x36" copies of the final plat, I'll drop them off at City Hall today.

Thanks

Quinn Wright

---

**From:** joel@geoplant.com <joel@geoplant.com>  
**Sent:** Friday, July 18, 2025 3:17 PM  
**To:** 'Quinn Wright' <initialpointsurveys@gmail.com>  
**Cc:** 'Jason Strouf' <j.strouf@custercountymt.gov>  
**Subject:** RE: RR Depot Final Plat

Hi Quinn,

Please see attached, and let me know if you have any questions or concerns. Have a great weekend. Thanks!

Joel

---

**From:** joel@geoplant.com <joel@geoplant.com>  
**Sent:** Wednesday, July 9, 2025 2:13 PM  
**To:** 'Quinn Wright' <initialpointsurveys@gmail.com>  
**Cc:** 'Jason Strouf' <j.strouf@custercountymt.gov>  
**Subject:** RE: RR Depot Final Plat

Hi Quinn,

I'll go through the submittal and respond as soon as I can. I've been swamped, as sometimes happens this time of year.

I did happen to notice you did not include "A statement outlining how each condition of approval has been satisfied" as required by the application and subdivision regulations. That's always advisable, as it serves as a checklist for you to make sure each condition is truly satisfied. Anyway, I wanted to give you that heads up before completing my review and writing a review letter.

Thanks!

Joel

---

**From:** Quinn Wright <[initialpointsurveys@gmail.com](mailto:initialpointsurveys@gmail.com)>  
**Sent:** Wednesday, July 9, 2025 10:38 AM  
**To:** Joel Nelson <[joel@geoplant.com](mailto:joel@geoplant.com)>  
**Cc:** Jason Strouf <[j.strouf@custercountymt.gov](mailto:j.strouf@custercountymt.gov)>  
**Subject:** RR Depot Final Plat

Hello Joel,

Attach is what I have for the final plat review, if I'm missing something let me know.

2- Lienholder acknowledge

Examining land surveyor approval

Final Plat, it is sign by the RR, but will need additional sig once approval by city

Updated Title report just got it yesterday

Hopefully we can get this done, it's been a long haul.

Thanks

Quinn

## Attachment 4 - 4 pages

Initial Point Surveys, PLLC      8-7-25

### Statement outlining conditions

RE: Preliminary Conditional Approval of the Preliminary Plat Application for the RR Depot Minor Subdivision, an Administrative Minor Subdivision   Dated Jan 8, 2025

Preliminary approval is subject to the conditions of approval listed below Prior to the final plat being reviewed and approved by City Council, documentation is required to demonstrate the conditions have been met as outlined below.

Conditions:

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

[Easement language and Title block edit was added to the Final Plat and has been approved by the examining land surveyor 7/21/25](#)

2. The Subdivider shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision prior to receiving final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. The Subdivider is hereby informed that any unmet regulations, procedures, offered conditions and mitigations, or provisions that are not specifically listed as conditions of approval, do not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the Miles City Subdivision Regulations or State law. [This condition will ensure compliance with MCSR and MCA]

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

Plat will be filed soon after final approval.

4. The Subdivider and/or landowner shall submit an application for final plat review subject to review and approval by the governing body. [Sec. 21-14(b) MCSR and 76-3-611, MCA]

Application for final plat review has been submitted.

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

Final Plat has been approved by the examining land surveyor 7/21/25

6. The governing body shall approve the final plat only if it conforms to the conditions of approval set forth on the preliminary plat application and to the terms of the MSPA and MCSR; and if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. [76-3-611(1), MCA]

Final Plat has been approved by the county treasurer on 7/22/25

7. The Subdivider shall submit with the final plat a subdivision guarantee issued by an authorized title insurer or its title insurance producer showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The governing body may provide for the review of the subdivision guarantee for the land in question by the City Attorney. [76- 3-612, MCA] 3

An updated subdivision guarantee is included dated

8. The proposed exclusion from sanitation review by the Montana Department of Environmental Quality (DEQ) shall be approved by the sanitarian for the Miles City/Custer County Health Board or DEQ prior to final plat approval. Certification of the local health officer having jurisdiction shall appear on the final plat. [ARM 24.183.1107(3) and 76-4, MCA]

[Final Plat has been approved by the sanitarian for the Miles City/Custer County Health Board on 7/22/25- see plat](#)

9. The final plat and any instrument of transfer concerning the parcel shall identify the legal and physical access to the lot created by the subdivision. [76-3-608(3)(d), MCA]

[The legal and physical access to the lot from Pacific Ave is shown on the plat.](#)

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

[shown on the final plat.](#)

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

[shown on the final plat under Purpose of Survey.](#)

12. Future uses of the lot shall be in accordance with the Miles City Zoning Code and consistent with the plans reviewed with the preliminary plat application, unless a variance is granted per the Zoning Code, as applicable, and an amendment is approved by the

governing body. In addition, because the project has only been proposed for the non-residential use allowed by the current General Commercial District regulations and the preliminary plat application did not contemplate residential uses and associated park land dedication requirements, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. [Sec. 21-14(b)(11) and Sec. 21-18(a)(16) MCSR]

The plan is to transfer ownership to FW&P to be used as a visitor center.

Attachment 5: Examining Land Surveyor approval of final plat

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  
JULY 21, 2025

ELS REVIEW/APPROVAL

MILES CITY PLANNING OFFICE  
ATTN: JOEL NELSON  
17 S. 8<sup>th</sup> ST  
MILES CITY, MT 59301

RE: PRELIMINARY PLAT- RR DEPOT MINOR SUBDIVISION-REVISED  
Owners: CUSTER COUNTY/BNSF  
GOVT LOT 5 & , NE1/4SE1/4, S.33  
T.8N., R.47E., PMM  
CUSTER COUNTY, MONTANA

I have examined the aforementioned Revised Preliminary Plat of RR DEPOT Minor Subdivision, 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.

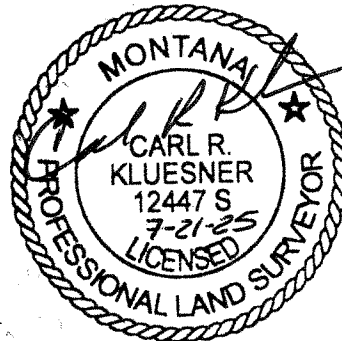
Please do not hesitate to contact me with any questions or comments you may have.

Respectfully,

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

Cc:

QUINN WRIGHT PLS  
LINDA CORBETT



 <b>First American Title™</b>	<b>Guarantee Face Page</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5010500-0020304e</b>

## Guarantee Face Page



### First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

**File #:** 30238

**Policy #:** 5010500-0020304e

Issued By:

**Security Abstract & Title Company**

510 Main Street; PO Box 1588

Miles City, MT 59301



This jacket was created electronically and constitutes an original document

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

**GUARANTEE CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final

determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

#### 7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;

- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. PAYMENT OF LOSS.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue,

compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

 <b>First American Title</b>	Subdivision Guarantee
	ISSUED BY <b>First American Title Insurance Company</b>
	GUARANTEE NUMBER 5010500-0020304e

File No.: 30238

Fee: \$ 150.00

Subdivision or Proposed Subdivision:

RR Depot Tract

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED "THE COMPANY" GUARANTEES:

Custer County, Montana Commissioners and/or Initial Point Surveys

for the purposes of aiding in its compliance with Custer County Subdivision Regulations, in a sum not exceeding \$1,000.00

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described as follows:

A portion of the BNSF Railway Company's (formerly Northern Pacific Railroad Company) 400.00 foot wide railroad right-of-way located in Government Lot 5 and the NE¼SE¼ of Section 33, Township 8 North, Range 47 East, M.P.M., in Custer County, Montana, more particularly described as follows:

Commencing at the southwest corner of said Section 33; thence N 58°23'17" E, a distance of 3,837.57 feet to the True Point of Beginning (said Point of Beginning is common to the most northerly point of Tract C of Certificate of Survey, Document No. 118477, Envelope No. 372B, records of Custer County, Montana); thence N 41°29'52" E along the dividing line between the railroad right-of-way and the easterly edge of Pacific Avenue, a distance of 320.23 feet; thence S 47°32'27" E, a distance of 32.24 feet to a point on a non-tangent curve; thence 57.96 feet along the curve concave to the southeast having a radius of 77.0 feet and a delta angle of 43°07'28"; thence S 01°37'31" E, a distance of 14.30 feet to a point on a non-tangent curve; thence 35.0 feet along the curve concave to the east having a radius of 41.50 feet and a delta angle of 48°19'22"; thence S 48°25'08" E, a distance of 39.17 feet; thence S 41°29'52" W, a distance of 274.95 feet; thence N 48°30'03" W, a distance of 15.0 feet; thence N 48°30'03" W, a distance of 150.01 feet back to the True Point of Beginning.

- 1) Parties having record title interest in said lands whose signatures are necessary under the requirements of Custer County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues and other easements offered for dedication by said Plat are:

BNSF RAILWAY COMPANY, a Delaware corporation, formerly Northern Pacific Railroad Company

- 2) Parties holding liens or encumbrances on the title to said land(s) are:

- a. Morgan Guaranty Trust Company of New York - Corporate Trustee;
- U.S. Bank Trust National Association, formerly First Trust of New York, National Association - Successor Corporate Trustee;
- Jacob M. Ford II - Trustee;
- Bartlett Ford - Successor Trustee to Jacob M. Ford II;
- W.A. Johnson - Successor Trustee to Bartlett Ford and Jacob M. Ford II;
- Laura Roberson - Successor Trustee to Bartlett Ford, Jacob J. Ford II, and W.A. Johnson,

by and through the following mortgages/indentures:

1. Consolidated Mortgage, dated March 2, 1970, filed for record on March 16, 1970, as Document No. 29920, in Mortgage Book 72, at Page 1, records of Custer County, Montana.
2. Second Supplemental Indenture, dated July 1, 1970, filed for record on April 26, 1971, as Document No. 30514, in Mortgage Book 72, at Page 209, records of Custer County, Montana.
3. Third Supplemental Mortgage, dated April 15, 1971, filed for record on April 26, 1971, as Document No. 31651, in Mortgage Book 72, at Page 221, records of Custer County, Montana.
4. Fourth Supplemental Indenture, dated December 20, 1971, filed for record on February 22, 1972, as Document No. 33146, in Mortgage Book 72, at Page 235, records of Custer County, Montana.
5. Fifth Supplemental Indenture, dated January 15, 1974, filed for record on January 18, 1974, as Document No. 37711, in Mortgage Book 72, at Page 245, records of Custer County, Montana.
6. Eighth Supplemental Indenture, dated March 1, 1979, filed for record on June 1, 1979, as Document No. 54024, in Mortgage Book M-2, at Page 32, records of Custer County, Montana.
7. Ninth Supplemental Indenture, dated August 1, 1980, filed for record on October 15, 1980, as Document No. 58622, in Mortgage Book M-9, at Page 288, records of Custer County, Montana.
8. Thirteenth Supplemental Indenture, dated October 1, 1986, filed for record on October 2, 1987, as Document No. 76641, in Mortgage Book M-40, at Page 943, records of Custer County, Montana.
9. Fourteenth Supplemental Indenture, dated May 15, 1987, filed for record on July 20, 1987, as Document No. 78008, in Mortgage Book M-43, at Page 221, records of Custer County, Montana.
10. Fifteenth Supplemental Indenture, dated November 1, 1987, filed for record on March 31, 1988, as Document No. 79887, in Mortgage Book M-46, at Page 226, records of Custer County, Montana.
11. Seventeenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86707, in Mortgage Book M-57, at Page 162, records of Custer County, Montana.
12. Eighteenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86708, in Mortgage Book M-57, at Page 187, records of Custer County, Montana.
13. Nineteenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86709, in Mortgage Book M-57, at Page 212, records of Custer County, Montana.
14. Twentieth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86710, in Mortgage Book M-57, at Page 237, records of Custer County, Montana.
15. Twenty-First Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86711, in Mortgage Book M-57, at Page 262, records of Custer County, Montana.
16. Twenty-Second Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86712, in Mortgage Book M-57, at Page 287, records of Custer County, Montana.
17. Twenty-Fourth Supplemental Indenture, dated September 2, 1994, filed for record on December 18, 1995, as Document No. 100943, in Mortgage Book M-81, at Page 286, records of Custer County, Montana.
18. Twenty-Fifth Supplemental Indenture, dated December 31, 1996, filed for record on May 29, 1997, as Document No. 105448, in Mortgage Book M-89, at Page 449, records of Custer County, Montana.
19. Twenty-Sixth Supplemental Indenture, dated May 6, 1999, filed for record on August 6, 2001, as Document No. 118409, records of Custer County, Montana.
20. Twenty-Seventh Supplemental Indenture, dated January 20, 2005, filed for record on June 6, 2005, as Document No. 132145, records of Custer County, Montana.

## b. CitiBank, N.A. - Trustee

by and through the following mortgage/indenture:

1. Supplemental Indenture, dated December 31, 1996, filed for record on May 29, 1997, as Document No. 105447, in Mortgage Book M-89, at Page 437, records of Custer County, Montana.

## 3) Easements, claims of easements and restriction agreements of record are:

Any easement and/or other rights in favor of US SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP (and any successors and/or assigns, if applicable), as disclosed by Easement Agreement, dated August 30, 1991, filed for record on September 16, 1991, as Document No. 88085, in Miscellaneous Book M-59, at Page 485, records of Custer County, Montana.

Any easement and/or other rights in favor of CATELLUS FIBER OPTICS, LLC (and any successors and/or assigns, if applicable), as disclosed by Memorandum of Easement, dated December 30, 1998, filed for record on September 26, 2005, as Document No. 133105, records of Custer County, Montana.

Any easement and/or other rights in favor of AT&T CORP. and AT&T COMMUNICATIONS-EAST, INC. (and any successors and/or assigns, if applicable), as disclosed by Notice of Supplemental Final Order and Judgment, dated September 9, 2009, filed for record on October 21, 2009, as Document No. 146446, records of Custer County, Montana.

Any easement and/or other rights in favor of SPRINT COMMUNICATIONS COMPANY, L.P. (and any successors and/or assigns, if applicable), as disclosed by Easement Deed by Court Order in Settlement of Landowner Action, dated February 10, 2012, filed for record on May 14, 2012, as Document No. 154089, records of Custer County, Montana.

NOTE: Title is also subject to the following matters:

1. All matters, covenants, conditions, restrictions (including attached restrictions, if any restrictions made by the Montana Department of Health and Environmental Sciences, or any similar governing body or agency), easements/rights-of-way, and any rights, interests or claims which may arise by reason thereof, disclosed by the plat/survey filed in the office of the County Clerk and Recorder in and for Custer County, Montana as Document No. 118477, Envelope No. 372B.
2. All terms, conditions, provisions and limitations imposed under any Federal Land Grant Act affecting the railroad right-of-way.
3. Any existence of any reversionary interest, possibility of reverter, power of termination, right of first refusal, or similar interest, of the United States of America, or any other person or entity asserting such right(s) in the former railroad right-of-way.
4. City Ordinance No. 1279, filed for record on December 18, 2014, as Document No. 162222, records of Custer County, Montana, relating to the creation of the Miles City Urban Renewal District and Adoption of an Urban Renewal Plan, including Tax Increment Provision.
5. City Ordinance No. 1294, filed for record on June 26, 2015, as Document No. 163432, records of Custer County, Montana, relating to the creation of the Miles City Urban Renewal District and Adoption of an Urban Renewal Plan, including Tax Increment Provision.

Date of Guarantee: 06/25/2025 at 7:00 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY  
Through Security Abstract & Title Company  
PO Box 1588, 510 Main St  
Miles City, MT 59301

By: Mitchell R. Gundlach  
Mitchell R. Gundlach, Authorized Signatory



## Privacy Notice

**Last Updated and Effective Date:** December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our



best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Notice:** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.**

**For California Residents** If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

# SECURITY ABSTRACT & TITLE COMPANY

Complete Title Service  
For Custer, Carter and Garfield Counties  
510 Main Street, P.O. Box 1588  
Telephone: 406-234-3415 - Telefax: 406-234-3447  
MILES CITY, MONTANA 59301

Old Republic National Title Insurance Company and First American Corporation  
And  
**Security Abstract & Title Company**  
Privacy Policy

### We Are Committed To Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Old Republic National Title Insurance Company and First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. Old Republic National Title Insurance Company and First American Corporation have also adopted broader guidelines, and we have adopted these guidelines that govern our use of personal information, regardless of its source.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and the *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Attachment 7: Consent to Plat from U.S. Bank

### CONSENT TO PLAT

Pursuant to 76-3-612(1), Montana Code Annotated, I, Michelle, Vice President of U.S. Bank, holder of a lien against the property described as part of Lot 5 & NE1/4SE1/4, Section 33, Township 8 North, Range 47 East, Custer County, Montana, to be known as RR Depot Subdivision, said lien being evidenced by instrument of record in Document No. 208760 dated March 17, 1970, records of the Clerk & Recorder's Office of Custer County, Montana, do hereby consent to the platting of said subdivision by the owner(s), BNSF Railroad, to subdivide said land into one (1) lot.

By: Michelle Lee (signature)      January 30, 2025

Michelle Lee, Vice President of U.S. Bank


Attachment 8: Consent to Plat from Citibank N.A.

Section 7, Item E.

**CONSENT TO PLAT**

Pursuant to 76-3-61.2(1), Montana Code Annotated, I, Eva Waite, Vice President of Citibank, N.A., solely in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof, the "General Lien Mortgage"), holder of a lien against the property described as part of Lot 5 & NE1/4SE1/4, Section 33, Township 8 North, Range 47 East Custer County, Montana, to be known as RR Depot Subdivision, said lien being evidenced by instrument of record in Document No. 208760 dated March 17, 1970, records of the Clerk & Recorder's Office of Custer County, Montana, do hereby consent to the platting of said subdivision by the owner(s), BNSF Railway Company, to subdivide said land into one (1) lot.

For the avoidance of doubt, this document is being executed and delivered by Citibank, N.A., solely in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof), in reliance on the officers' certificate(s) from BNSF Railway Company and opinion of counsel from Chapman and Cutler LLP of even date and Citibank, N.A. (in its various capacities) shall be entitled to conclusively rely upon and enforce each and all of the rights, privileges, immunities, indemnities and benefits of Citibank, N.A. (in its various capacities), provided under the General Lien Mortgage and other documents and agreements referenced or related hereto.

DocuSigned by:  
By:  (signature) May \_\_\_\_\_, 2025<sup>5/14/2025</sup>  
4528BEC3BF094478  
Eva Waite as Vice President of Citibank N.A. solely in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof)



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## CITY OF MILES CITY

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

Telephone: 406-234-3462  
Fax: 406-234-2903

August 21, 2025

Joel Nelson  
City Planner, City of Miles City  
(Sent via email)

Subject: RR DEPOT MINOR SUBDIVISION, FINAL PLAT REVIEW

Dear Joel (and City Council),

I have reviewed the Subdivision Guarantee issued by First American Title pertaining to the RR Depot Minor Subdivision application, and find that it is complete and sufficient. The report describes the property in question, and identifies two lienholders who would be required to consent to the plat being approved.

Both U.S. Bank, and Citibank N.A., the identified lienholders, have submitted both Lienholder Acknowledgments and Consents to Plat in support of the present application. The banks both identify the real property correctly, although there is a persisting document number typo contained in all documents which is known to be a typo, as document numbers are sequential, and the mistyped number does not yet exist. I find this error to be administrative, harmless, not the fault of the parties, and not of concern given the proper identification of the property legal description, acknowledgment of the lien, and confirmation by the subdivision guarantee.

I would recommend that City Council waive the 30-day requirement as to the date of the bank acknowledgments and consents, which is merely a local rule, which does not adequately account for dealing with large entities such as BNSF, U.S. Bank, and Citibank. The documents are validly executed with reliance assurances, and the strict adherence to the local timeliness requirements under the circumstances serves no legitimate purpose.

Please contact me with any additional questions or concerns.

Sincerely,  
*/s/ Daniel Z. Rice*  
Daniel Z. Rice  
City Attorney



**CITY OF MILES CITY**  
*PLANNING & COMMUNITY SERVICES*

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

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

January 8, 2025

Board of Custer County Commissioners  
1010 Main Street, Suite 22  
Miles City, MT 59301

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, TX 76131

**RE: Preliminary Conditional Approval of the Preliminary Plat Application for the RR Depot Minor Subdivision, an Administrative Minor Subdivision**

Dear Board of Custer County Commissioners and BNSF Railway Company:

Pursuant to 76-3-609, MCA, as Subdivision Administrator for the City of Miles City, I have granted conditional preliminary approval of the RR Depot Minor Subdivision’s preliminary plat application as an “administrative minor subdivision” on behalf of the City of Miles City. The RR Depot Minor Subdivision would create one lot of 49,088 square feet, being Tract RR, located in Gov’t Lot 5 & NE ¼ SE ¼ of Section 33 of Township 8 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City. The subdivided tract would be conveyed to Custer County after final plat approval and then subsequently conveyed to the Montana Department of Fish, Wildlife, & Parks (FWP) for use as a visitor center.

This preliminary approval is subject to the conditions of approval listed below. The conditions are based on the attached staff report and findings of fact. After each condition in brackets are the regulations, state rules, and statutes that were used as the basis for the imposition of the conditions.

Prior to the final plat being reviewed and approved by City Council, documentation is required to demonstrate the conditions have been met as outlined below.

**Conditions:**

1. The final plat and plans shall be in substantial compliance with the preliminary plat and plans reviewed and approved by the City of Miles City Subdivision Administrator, except as modified by these conditions. *[Sec. 21-14(b)(1) Miles City Subdivision Regulations (MCSR)]*
2. The Subdivider shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision prior to receiving final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. The Subdivider is hereby informed that any unmet regulations, procedures, offered conditions and mitigations, or provisions that are not specifically listed as conditions of approval, do not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the Miles City Subdivision Regulations or State law. *[This condition will ensure compliance with MCSR and MCA]*
3. The approval period for the preliminary plat is three years. All conditions of preliminary approval shall be met within three years or the preliminary plat approval is null and void, unless an extension(s) is requested and agreed to by the governing body. The final subdivision plat must be filed and recorded with the Custer County Clerk and Recorder within the three-year approval period or extended period, if applicable. *[76-3-610(1), MCA]*
4. The Subdivider and/or landowner shall submit an application for final plat review subject to review and approval by the governing body. *[Sec. 21-14(b) MCSR and 76-3-611, MCA]*
5. The final plat and supplements shall comply with the Uniform Standards for Final Subdivision Plats and shall be reviewed by Custer County's Examining Land Surveyor and Miles City's Subdivision Administrator prior to final approval. *[Sec. 21-14(b) MCSR and 76-3-402 and 76-3-611(2), MCA]*
6. The governing body shall approve the final plat only if it conforms to the conditions of approval set forth on the preliminary plat application and to the terms of the MSPA and MCSR; and if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. *[76-3-611(1), MCA]*
7. The Subdivider shall submit with the final plat a subdivision guarantee issued by an authorized title insurer or its title insurance producer showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The governing body may provide for the review of the subdivision guarantee for the land in question by the City Attorney. *[76-3-612, MCA]*

- 8. The proposed exclusion from sanitation review by the Montana Department of Environmental Quality (DEQ) shall be approved by the sanitarian for the Miles City/Custer County Health Board or DEQ prior to final plat approval. Certification of the local health officer having jurisdiction shall appear on the final plat. *[ARM 24.183.1107(3) and 76-4, MCA]*
  
- 9. The final plat and any instrument of transfer concerning the parcel shall identify the legal and physical access to the lot created by the subdivision. *[76-3-608(3)(d), MCA]*
  
- 10. All existing and proposed easements shall be identified as to purpose, dimensions and recipients of the dedication. *[MCSR and ARM 24.183.1107]*
  
- 11. In addition to showing the location of utility easements on the plat with dashed lines, the following statement shall be on the final plat:  
*"The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'utility easement' to have and to hold forever." [Sec. 21-18(a)(13)(i) MCSR]*
  
- 12. Future uses of the lot shall be in accordance with the Miles City Zoning Code and consistent with the plans reviewed with the preliminary plat application, unless a variance is granted per the Zoning Code, as applicable, and an amendment is approved by the governing body. In addition, because the project has only been proposed for the non-residential use allowed by the current General Commercial District regulations and the preliminary plat application did not contemplate residential uses and associated park land dedication requirements, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. *[Sec. 21-14(b)(11) and Sec. 21-18(a)(16) MCSR]*

This preliminary plat approval is for the creation of one lot to be used in compliance with the Miles City Zoning Code and as contemplated in the subdivision application. Any changes to the approval would require additional review and approval by the City of Miles City.

Sincerely,  


Joel Nelson  
Contract City Planner and Subdivision Administrator for the City of Miles City  
[joel@geoplant.com](mailto:joel@geoplant.com)  
406-261-3021

pc: Quinn Wright PLS  
 Initial Point Surveys PLLC  
 1213 North Center Ave.  
 Miles City, MT 59301

- Per **76-3-609(8)(b), MCA**, “If a party identified in 76-3-625(3) objects to a subdivision administrator's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.”
- State law requires the local government to provide information to the subdivider regarding the appeal process for the conditions imposed. Please see 76-3-625 MCA:

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

- (1) A person who has filed with the governing body an application for a subdivision under this chapter may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to this chapter within 180 days of the final action, decision, order, or adoption of a regulation. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.
- (2) (a) A party identified in subsection (3) who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the approval, imposition of conditions, or denial of the preliminary plat. (b) A party identified in subsection (3) who is aggrieved by any other final decision of the governing body regarding a subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the decision. (c) A petition allowed in subsections (2)(a) and (2)(b) must specify the grounds upon which the appeal is made. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary,

capricious, or unlawful.

- (3) The following parties may appeal under the provisions of subsection (2): (a) the subdivider; (b) a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value; (c) the county commissioners of the county where the subdivision is proposed; and (d) (i) a first-class municipality, as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits; (ii) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits; and (iii) a third-class municipality or a town, as described in 7-1-4111, if a subdivision is proposed within 1 mile of its limits.
- (4) For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

**ORDINANCE NO. 1398**

**AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING STATUTE CONTAINED IN SECTION 76-2-306, MCA, ADOPTING AN INTERIM ZONING ORDINANCE PERTAINING TO THE APPLICATION OF MUNICIPAL ZONING DISTRICTS AND THE ZONING CODE TO THE LAST CHANCE SUBDIVISION AFTER ANNEXATION INTO THE CITY OF MILES CITY, MONTANA**

***WHEREAS***, the City of Miles City has annexed all lots on the Plat of Last Chance Subdivision, including all streets, avenues and rights-of-ways shown on said Plat; see map attached hereto as Exhibit ‘A’;

***AND WHEREAS***, the official Miles City zoning district map referenced in Sec. 24-11 of the zoning code does not provide zoning district classifications for land located outside the City limits at the time of adoption of the official zoning map and amendments adopted thereto;

***AND WHEREAS***, pursuant to §76-2-306, Montana Code Annotated (MCA), to protect the public safety, health, and welfare and without following the procedures otherwise required prior to the adoption of a zoning ordinance, the City Council may adopt as an urgency measure an interim zoning ordinance prohibiting any uses that may be in conflict with a contemplated zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time;

***AND WHEREAS***, upon annexation of the subject territory so that the corporate limits of the City of Miles City are extended to include the land within the City limits, the City intends to initiate amendments to the official Miles City zoning district map following the required municipal zoning procedures in the City zoning code and Title 76, Chapter 2, Part 3, MCA;

***AND WHEREAS***, pursuant to §76-2-301, MCA for the purpose of promoting health, safety, morals, or the general welfare of the community, the City Council is authorized and empowered to adopt municipal zoning regulations to regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lot that may be occupied; the size of yards, courts, and other open spaces; the density of population; and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes;

***AND WHEREAS***, until the City adopts amendments to the official Miles City zoning district map, the recently subdivided and annexed area subject to this ordinance has the potential for development to occur contrary to the City’s long-range plans, such as the 2025 Miles City Growth Policy, and contrary to the health, safety, or general welfare of the community; further, without application of the current zoning code, development that occurs prior to the City adopting permanent zoning for the area that would be contrary to the permanent zoning districts and regulations that are determined by City Council after a study and zoning adoption could result in nonconformities that are in the City’s best interest to avoid;

***AND WHEREAS***, the future land use map, shown in Figure 3 on Page 66 of the 2025 Miles City Growth Policy, which is a general blueprint of what the community wants to become

and serves as a visual guide for future planning and development in areas surrounding the City, depicts the area subject to this ordinance as “Residential”, and as such, non-residential land uses in the subject area may be contrary to the adopted Growth Policy;

**AND WHEREAS**, Custer County has provided the City with a County Zoning Map for the Last Chance Subdivision, attached hereto as Exhibit ‘B’, that indicates Lot 1 of Block 1 and Lot 1 of Block 2 are zoned C-1 (General Commercial), Lots 2 & 3 of Block 1 are zoned R-3 (Residential and Modular Home), and Lots 2 – 17 of Block 2 are zoned R-1 (Residential), which suggests non-residential land uses have been contemplated for Lot 1 of Block 1 and Lot 1 of Block 2;

**AND WHEREAS**, the City of Miles City has not yet formally determined that non-residential uses in portions of the area subject to this ordinance would be inappropriate, but the City intends to study appropriate City zoning designations in the subject area immediately upon annexation, and potentially amend the Growth Policy if recommended by the City Planning Board, to provide for amendments to the official Miles City zoning district map to provide for the most appropriate zoning designations for the subject area;

**AND WHEREAS**, during said period of study, review, and leading up to implementation of amendments to the official Miles City zoning district map, the City of Miles City finds that it is necessary for the protection of the safety, health and welfare of the community to enact a six (6) month interim zoning ordinance as authorized by §76-2-306, MCA, which may be extended as authorized by said statute;

**AND WHEREAS**, properties available and immediately developable for affordable housing are currently in short supply in the Miles City community, and the City staff have already been approached by proponents of an affordable multifamily housing community within the Last Chance Subdivision and held a community meeting about the proposed project; said project would be beneficial to the community and address the shortage of affordable housing for individuals and families in the Miles City area;

**AND WHEREAS**, during said period of study, review, and implementation of amendments to the official Miles City zoning district map, the City will provide for limited residential development within the area subject to this ordinance by implementing this interim ordinance such that Lot 1 of Block 1 and Lot 1 of Block 2 will be treated as zoned City Residential C (RC) District, Lots 2 & 3 of Block 1 will be treated as zoned City Residential B (RB) District, and Lots 2 – 17 of Block 2 will be treated as zoned City Residential A (RA) District; see map attached hereto as Exhibit ‘C’;

**AND WHEREAS**, to address spot zoning concerns during the effective period of this ordinance, it must be noted that the zoning district designations applied by this interim ordinance are not intended to benefit an individual landowner or small group of landowners, but are instead intended to be for the benefit of the entire community by addressing development for the duration this ordinance remains in effect; properties available and immediately developable for affordable housing are currently in short supply, and the City’s intent is not to preclude or delay residential development beyond what is contemplated by this interim ordinance while the City makes long-term plans for more specific densities and land uses in the area to be annexed herein; therefore,

this ordinance is intended to apply the least burdensome zoning district designations that accord to the 2025 Growth Policy, are compatible with surrounding land uses, provide for reasonable transition between commercial and multi-family land uses and traditional single family neighborhoods zoned RA, and protection of the public safety, health, and welfare of the community, while allowing for acceptable levels of services provided by the City of Miles City;

**AND WHEREAS**, notice has been provided as required by §76-2-306, MCA, and prior to the adoption of this ordinance, a public hearing was duly held, and public input considered by the City Council.

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

1. Effective Date. This ordinance shall be effective immediately upon adoption and shall expire six (6) months from the date of passage unless extended in accordance with §76-2-306, MCA.
2. Upon passage of this ordinance, the Last Chance Subdivision situated in the S ½ NW ¼ NE ¼ SE ¼, SW ¼ NE ¼ SE ¼ of Section 34, Township 8 North, Range 47 East, P.M.M., in Custer County, Montana shall be subject to the zoning regulations presently in the Code of Ordinances of the City of Miles City, Montana, pursuant to §76-2-306, MCA.
3. Upon passage of this ordinance, Lot 1 of Block 1 and Lot 1 of Block 2 of the Last Chance Subdivision will be treated as zoned City Residential C (RC) District.
4. Upon passage of this ordinance, Lots 2 & 3 of Block 1 of the Last Chance Subdivision will be treated as zoned City Residential B (RB) District.
5. Upon passage of this ordinance, Lots 2 – 17 of Block 2 of the Last Chance Subdivision will be treated as zoned City Residential A (RA) District.
6. Upon passage of this ordinance, the map attached hereto as Exhibit ‘C’ depicts the above-described interim zoning district designations for the lots within the Last Chance Subdivision.
7. The City staff shall promptly initiate the process to update the official Miles City zoning district map to provide for zoning district designations, beginning with a study of appropriate zoning district designations for the lots in the Last Chance Subdivision and any appropriate amendments to the zoning code; as part of the study, a joint meeting shall be held between the City Planning Board and Zoning Commission to obtain recommendations to staff regarding potential amendments to the 2025 Miles City Growth Policy and the official Miles City zoning district map prior to staff formally proposing amendments to the same according to statutory and local requirements for growth policy and zoning amendments. Interested parties, such as the subject landowner(s) and County Commissioners should be invited to attend the joint meeting with the City Planning Board and Zoning Commission, with a courtesy notice of the meeting in the Miles City Star. During the period of study and zoning amendment process, nothing herein shall preclude

any person from petitioning the City for amendments to the zoning district map and/or regulations following the procedures in Sec. 24-96 of the zoning code.

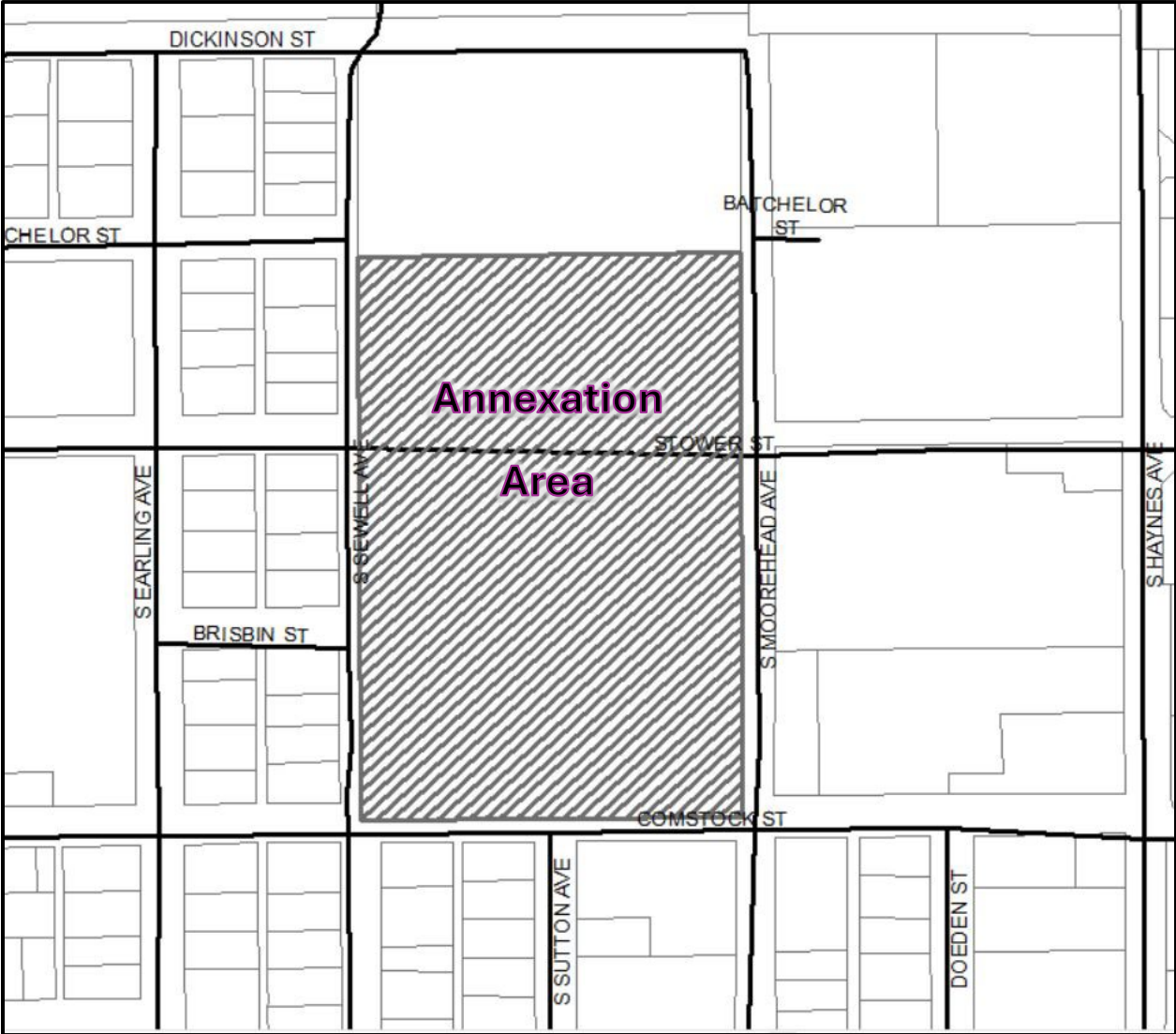
**PASSED AND ADOPTED THIS 23<sup>RD</sup> DAY OF SEPTEMBER, 2025.**

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**EXHIBIT 'A'**  
**MAP OF ANNEXATION AREA OF LAST CHANCE SUBDIVISION**



# LAST CHANCE SUBDIVISION ZONING MAP EXHIBIT 'B' CUSTER COUNTY ZONING MAP

Section 7, Item F.

APPROVED

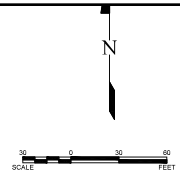
APPROVED

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

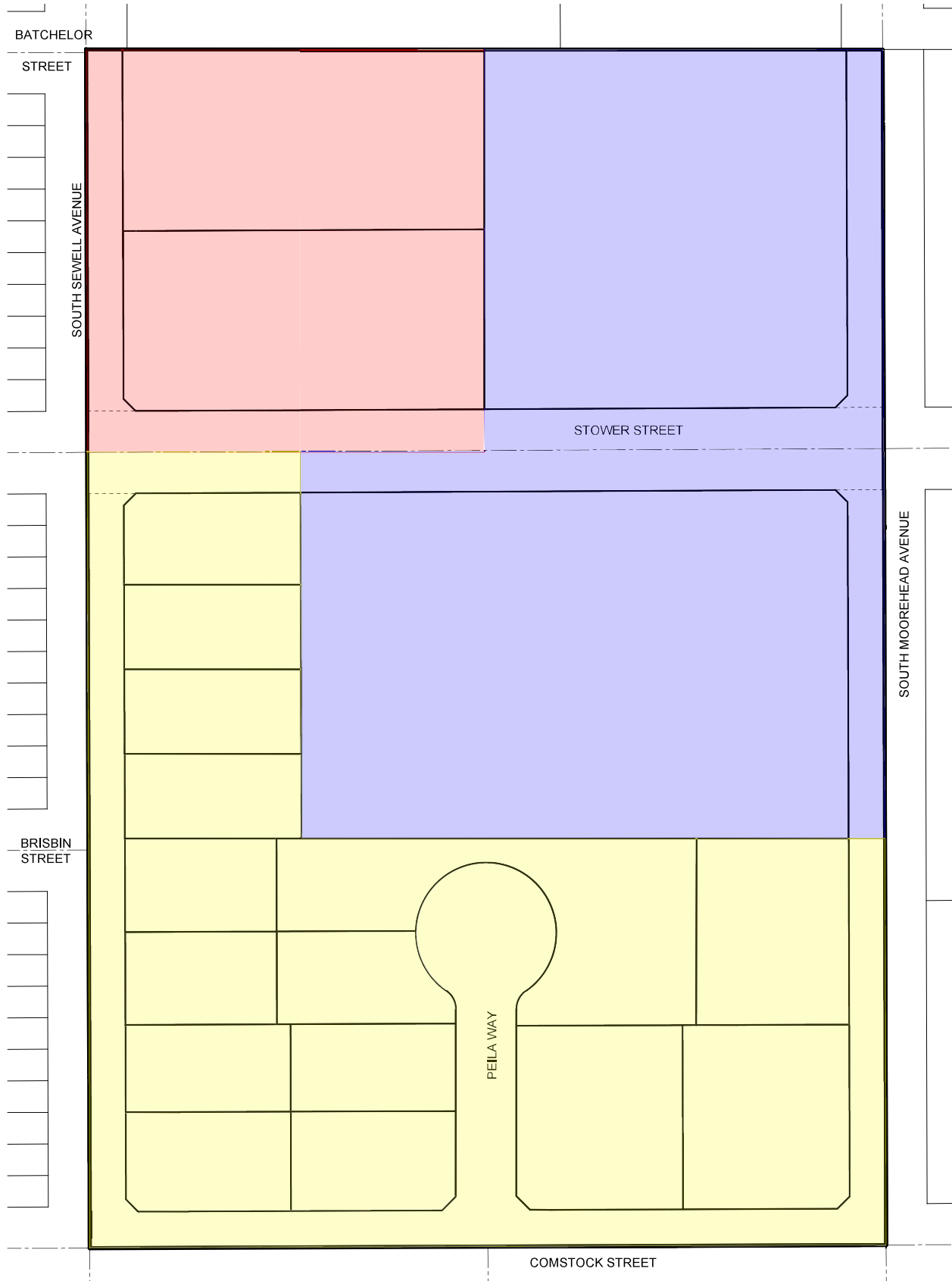
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT: \_\_\_\_\_  
ZONING ADMINISTRATOR  
CUSTER COUNTY, MT

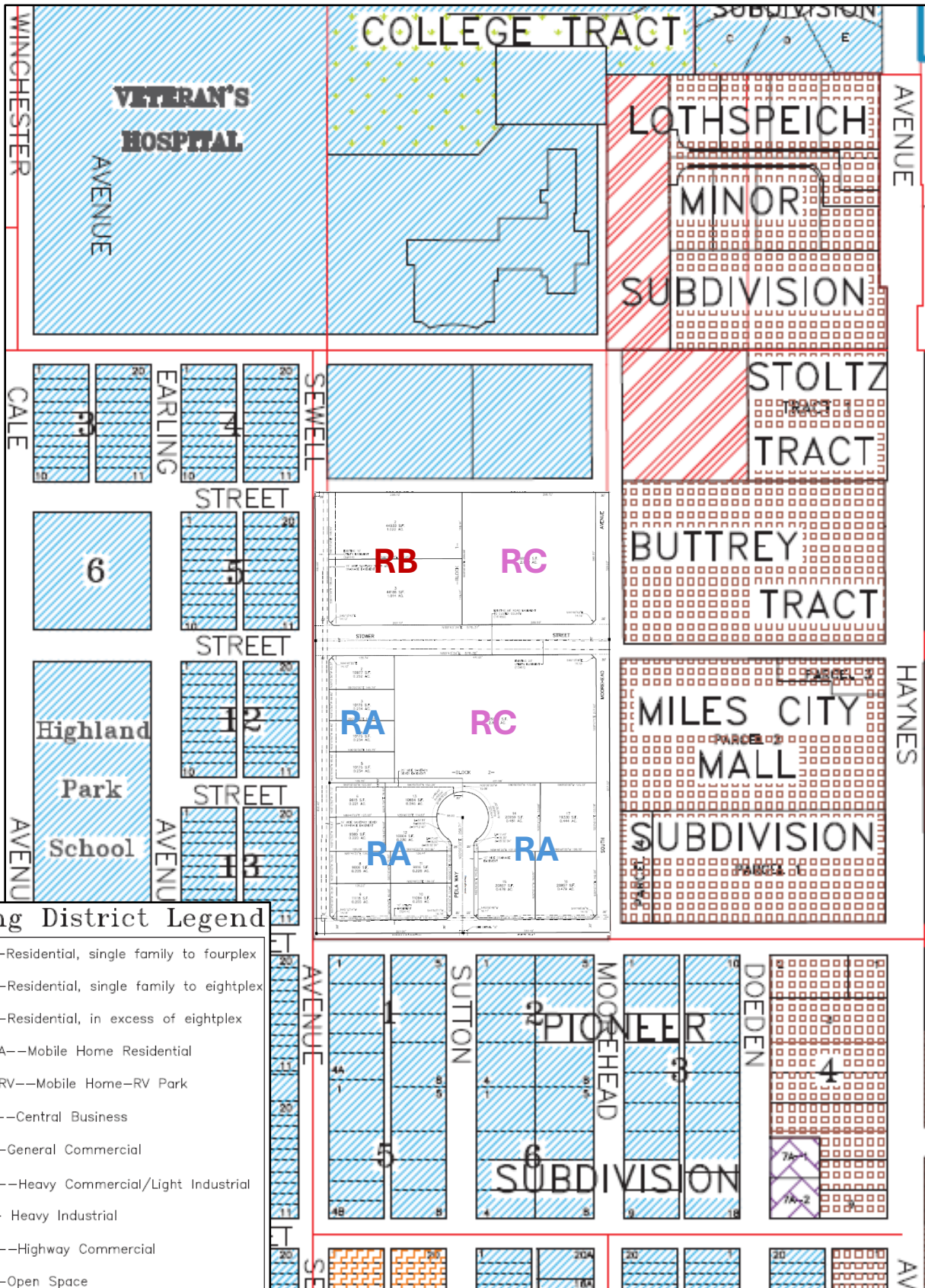
PRINT: \_\_\_\_\_  
CHAIRMAN OF ZONING BOARD  
CUSTER COUNTY, MT



KEY	
	R-3
	C-1
	R-1



# Exhibit 'C': Interim Zoning Districts for Last Chance Subdivision



## 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