



PUBLIC WORKS COMMITTEE AGENDA

May 23, 2023 – 5PM | Council Chambers, City Hall.

- 1. Call meeting to order**
- 2. Approval of Minutes**
 - a. March minutes deferred until June meeting.
- 3. Public Comment - Limit to three minutes per person**
- 4. Old Business**
- 5. New Business**
 - a. Water Rights Consulting Services Approval – Trent
 - b. Winchester Drive Speed Limit Change – Jordan
 - c. Request for Abandonment of City-owned Property: Alley between Grant Kohr's Ranch and Properties Owned by Three City Residents – Jordan
 - d. Columbarium/Cremation Garden – John Henderson
 - e. Public Works Report - Trent
- 6. Staff Comments**
- 7. Announcement of the next meeting:**
 - a. Regular Meeting: June 27, 2023, at 5 PM
- 8. Adjournment**

Public Works Committee

Garbage | Sewer | Streets | Trees | Wastewater | Water | City Parks

Members

John Henderson | Jackie Greenwood | Gordon Pierson

April 5, 2023

Trent Freeman
City of Deer Lodge - Public Works Superintendent
300 Main Street
Deer Lodge, MT 59722



HydroSolutions

Subject: Confirmation of Authorization for Water Rights Consulting Services, City of Deer Lodge, Powell County, MT

Trent:

HydroSolutions Inc (HydroSolutions) is pleased to provide you with this *Confirmation of Authorization (COA)* to provide water right services associated with Montana Department of Natural Resources and Conservation (DNRC) Water Right Re-examination and Water Court Adjudication. Upon your authorization, this proposal will become a contract for professional services.

BACKGROUND

HydroSolutions understands the City of Deer Lodge (City) has recently received correspondence from the DNRC regarding its re-examination of water rights in the Upper Clark Fork River Basin.

During re-examination, the DNRC adds issue remarks if it finds factual errors or legal matters that require resolution. The City has one issue remark that was added to water right 76G 10395-00 because it appears the City and the State of Montana Department of Corrections claimed the same historical water right. This matter will likely require the City to participate in a Water Court case to determine which entity is correctly associated with the historical water right.

After re-examination concludes, the DNRC sends a report to the Water Court and then it will issue a Preliminary Decree that will contain all water rights with pre-1973 priority dates within the Upper Clark Fork River Basin (76G). The DNRC will likely send its report to the Court in the next 1-2 months and the Preliminary Decree will be issued sometime this Summer.

After the Preliminary Decree is issued, the objection period opens which provides opportunity for others to object to water rights or for water right owners to "self-object" to correct errors. Subsequent to the objection period is the counter objection period which allows water right owners that received objections to file objections to water rights owned by those that filed the objection. Lastly, a Notice of Intent to Appear period occurs which gives parties the opportunity to participate and monitor case proceedings. Generally, this objection, counter objection and notice of intent to appear periods take about 1 year to transpire.

After these public notice periods are over, we estimate the Water Court will contact water right owners and consolidate cases starting in mid-2024 to early 2025.

SCOPE OF SERVICES

From our preliminary review, the DNRC correctly added the issue remark to 76G 10395-00. Thus, this remark cannot be removed before the 76G Preliminary Decree is issued. However, we suggest that research be performed to determine which entity is correctly associated with this water right and to prepare to provide this information to the Water Court.

Since this is likely the last opportunity to correct historical water rights before a Final Decree is issued, we suggest a review of the City of Deer Lodge historical water rights. If errors are identified, then it is likely that a “self-objection” could be filed to later correct it with the Water Court.

Our preliminary review found six (6) historical water rights that fall under the Montana Water Court jurisdiction. These water rights are listed in the table below.

City of Deer Lodge Historical (pre-1973) Water Rights

WATER RIGHT NUMBER	PRIORITY DATE	SOURCE	DIVERSION	PURPOSE	FLOW RATE	VOLUME (af)	ACRES IRRIGATED
76G 10392 00	7/1/1934	GROUNDWATER	WELL	MUNICIPAL	700 GPM	1128.93	
76G 10393 00	10/24/1946	GROUNDWATER	WELL	MUNICIPAL	1500 GPM	2419.14	
76G 10394 00	10/5/1946	GROUNDWATER	WELL	MUNICIPAL	1750 GPM	2515.49	
76G 10395 00	3/19/1864	TIN CUP JOE CREEK	HEADGATE	MUNICIPAL	2 CFS	1448	
76G 10396 00	9/19/1931	GROUNDWATER	WELL	MUNICIPAL	500 GPM	807.26	
76G 30122584	5/31/1879	TIN CUP JOE CREEK	HEADGATE	IRRIGATION	224.4 GPM	96	160

TASKS

- Research historical documentation (District Court decrees, deeds etc) and water right files to determine correct party associated with historical water right.
- Review all City of Deer Lodge historical water rights to identify errors that could be corrected with the Water Court.
- Compile research material and summarize in a memo with recommendations.

COST ESTIMATE

To provide the suggested services, we estimate it will take us approximately 32 hours to perform the research and review and another 16 hours to compile the memo. My billing rate is \$138 per hour, so the estimated cost is around \$6600.

To assist with research, it may be necessary to have someone obtain documents from the County Courthouse. If possible, a City employee could visit the Courthouse and obtain those documents. Otherwise, one of our technicians could obtain the documents at \$63/hour.

Additional work outside of this scope of services can be completed on a time and material basis with your prior approval.

TERMS OF PAYMENT

HydroSolutions will provide the services described herein on a time and materials basis in accordance with our prevailing Schedule of Charges (4/1/23-3/31/2024). You will be provided with monthly itemized invoices for our work on this project. Invoices show the dates of work, who worked on the project, their rates and hours, and a brief description of the work performed. Terms for payment are net 30 days, with interest added to unpaid balances at one percent (1%) per month in accordance with the attached General Conditions (6/14/18), which are part of this agreement.

ACCEPTANCE AND SCHEDULE

We appreciate the opportunity to present this proposal to you. If our proposal is acceptable to you, please sign and return the attached Signature Page. Our work on this project will begin at the soonest mutually agreeable time following receipt of your written authorization.

HydroSolutions looks forward to the opportunity to work with you on this project. Please contact me at (406) 443-6169, extension 101, or via email at russr@hydrosi.com.

Respectfully Submitted,

HydroSolutions Inc



Russ Radliff
Water Rights Specialist

Attachments: Signature Page
General Conditions

SIGNATURE PAGE

Subject: Confirmation of Authorization for Water Rights Consulting Services, City of Deer Lodge, Powell County, MT

Please proceed with the services described herein in accordance the terms of this Confirmation of Authorization and attached General Conditions.

Authorized Party (Name -- Please Print)

Title

Representing (Company or Organization)

Signature

Date

General Conditions



HydroSolutions Inc General Conditions

Our agreement with you consists of these General Conditions and the accompanying written proposal or confirmation of authorization, and any attachments noted.

Section 1: Our Responsibilities

1.1 We will provide the professional services described in our written agreement with you, unless otherwise specified. We may provide you with a written report containing our professional evaluation and opinions, and if specified, our recommendations. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 Before entering into this Agreement, we will make a good faith effort to determine if any conflicts of interest (COIs) exist. However, if it is later determined that there is a COI, the contract can be terminated by either party (per Section 8.3), without penalty.

1.3 Our work will be conducted using appropriate procedures and protocols. We will comply with all existing applicable laws and regulations relating to our scope of services. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

1.4 There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time. We will reference our field observations and sampling to available reference points. We will not survey, set, or check the accuracy of those points unless we accept that duty in writing.

1.5 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept those duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.6 We cannot be held responsible for errors and omissions or the outcome of any services associated with work you have asked us to oversee but is out of our control.

1.7 We will be responsible only for our own health and safety on the job site.

1.8 We agree to treat as confidential and maintain in confidence all information relating to your business. Disclosure of information to others will be limited to that which is required or incidental to performance of our work for you, or as required by law.

Section 2: Your Responsibilities

2.1 You will provide access to the site or other private property required for us to complete our work. We will use reasonable care to minimize damage to the site. In the course of our work some site damage is normal even when due care is exercised. We have not included the cost of restoration of normal damage in the estimated charges. At your option and expense, we will correct normal damage. We agree to be responsible for damage that is caused by our negligence.

2.2 You will provide us with information in your possession or control relating to subsurface conditions and contamination at the site.

2.3 You agree to provide us, in a timely manner, with the information that you have regarding buried objects located at the site. Prior to beginning our fieldwork, you agree to provide us with all your plans, changes in plans, and new information that refer to site conditions. You agree to hold us harmless from all claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not call to our attention or correctly show on the plans furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous materials in samples provided to us. You will provide us with information in your possession or control relating to contamination at the site. If we observe or suspect the presence of contaminants not anticipated in our agreement, we may terminate our work without liability to you or others, and we will be paid for the services we have provided.

2.5 Neither this agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Drilling, well installation, and remediation services may involve risk of cross-contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk, you agree to hold us harmless and indemnify us from cross contamination claims and damages, unless the loss is caused by our negligence.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from all claims related to disclosures made by us that are required by law and from all claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish our report to you in writing unless otherwise mutually agreed. We will retain pertinent records for five years and financial data for three years relating to the services performed.

3.2 All samples remaining after tests are conducted, and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials, at your expense.

3.3 Our reports, notes, calculations, and other documents are instruments of our service to you. Our reports are for your use only for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid a reasonable administrative fee.

3.4 If you do not pay for our services as agreed, we may retain all reports and work not yet delivered to you and all reports and other work in your possession must be returned to us. You may not use reports and other work for any purpose whatsoever until they are paid for in full.



Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our current Schedule of Charges. An estimated cost is not a firm figure (firm fixed price) unless stated as such.

4.2 We will submit invoices to you periodically for portions of work accomplished, and upon completion of the scope of services for the final balance. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at your expense.

4.3 You will notify us of billing disputes within 15 days of invoice receipt or you are responsible for full invoiced amount. Invoices are due upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.0% per month, but not to exceed the maximum rate allowed by law.

4.4 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement and we extend credit.

4.5 You agree to compensate us for our reasonable fees and expenses if we are required to respond to legal process arising out of a proceeding as to which we are not a party.

4.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

Section 5: Disputes, Damage and Risk Allocation

5.1 Disputes will be submitted to Alternative Dispute Resolution (ADR) as a condition precedent to litigation. Each of us will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Collections will not be submitted to ADR. The law of the state in which our servicing office is located will govern all disputes.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 10 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$100,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, you must notify us prior to beginning work.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our agreement and, at our option, terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorney fees. If you make a claim against us that is resolved in our favor, you will reimburse our

costs of defense, including but not limited to reasonable attorney and expert witness fees.

Section 6: Insurance

6.1 We represent and warrant that we and our agents, staff and consultants employed by us are protected by Workman's Compensation insurance or have appropriate exemptions, and that we have such coverage under public liability and property damage insurance policies that we deem to be adequate. Certificates for all such policies of insurance shall be provided to you upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save you harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss damage or liability arising from any acts by you, your agents, staff and any other consultants employed by you.

6.2 No insurance of whatever kind or type which may be carried by us is to be considered as in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials on any of your facilities.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom you are legally responsible.

7.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 This agreement is our entire agreement, and it supersedes all prior agreements. It may be modified only in writing making specific reference to the provision modified.

8.2 Neither of us will assign this agreement without the written approval of the other, but we may subcontract work, as we deem necessary.

8.3 This agreement may be terminated by written notice from either party to the other. We will receive equitable compensation for all work performed, and will provide you with any partial or uncompleted work materials.

8.4 If we provide services in support of your engineering designs and are not retained to provide continuing services during implementation, you agree to hold us harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of our work provided by you or others.

End

Version: 20180614



General Price List

April 1, 2023 - March 31, 2024

Activity Code	Description	Price
1001	Administrative Assistant	\$73.00
1003	Contract Specialist	\$74.00
1011	Technician I	\$63.00
1012	Technician II	\$75.00
1007	GIS/DB Analyst	\$104.00
1020	Assistant Scientist	\$97.00
1021	Scientist I	\$104.00
1022	Scientist II	\$116.00
1023	Scientist III	\$129.00
1024	Scientist IV	\$138.00
1025	Scientist V	\$154.00
1031	Hydrologist I	\$104.00
1032	Hydrologist II	\$116.00
1033	Hydrologist III	\$129.00
1034	Hydrologist IV	\$138.00
1035	Hydrologist V	\$154.00
1036	Hydrologist VI	\$167.00
1042	Hydrogeologist II	\$116.00
1043	Hydrogeologist III	\$129.00
1044	Hydrogeologist IV	\$138.00
1045	Hydrogeologist V	\$154.00
1046	Hydrogeologist VI	\$167.00
1051	Geologist I	\$104.00
1052	Geologist II	\$116.00
1055	Geologist V	\$154.00
1056	Geologist VI	\$167.00
1060	Assistant Engineer	\$97.00
1061	Engineer I	\$104.00
1062	Engineer II	\$116.00
1063	Engineer III	\$129.00
1064	Engineer IV	\$138.00
1065	Engineer V	\$154.00
1066	Engineer VI	\$167.00
1076	Geochemist VI	\$167.00
1080	Principal Hydrologist	\$174.50
1081	Principal Hydrogeologist	\$175.00
1082	Principal Engineer	\$175.00
1090	Expert Hydrology Services	\$208.00
1091	Expert Hydrogeology Services	\$208.00
1092	Expert Engineer Services	\$208.00
1097	Principal Expert Hydrology Services	\$211.00

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



City Council
Dick Bauman
Joseph Callahan
Curt Fjelstad
Jackie Greenwood
John Henderson
Robert Kersch
John J. Molendyke
Gordon Pierson

REQUEST FOR ABANDONMENT OF CITY OWNED PROPERTY REPORT

Requested Abandonment: Three sections of a 20' wide alleyway between three private properties and Grant Kohr's Ranch National Historic Site that are 130', 130', and 140' feet in length, respectively.

Requests by: Jerry and Debra Persons, Kathryn Mitchell, and David Roberts.

Prepared by: Jordan Green – City of Deer Lodge Chief Administrative Officer

Prepared for: City of Deer Lodge Public Works Committee

May 23, 2023

Request:

Jerry and Debra Persons, Kathryn Mitchell, and David Roberts, all residents of the City of Deer Lodge, each submitted a Request for Abandonment of City Owned Property to City Hall on September 6, 2022. The applicants request that the city abandon and deed to them the City alley rights-of-way between their properties and Grant Kohr's Ranch National Historic Site (GKRO) (see exhibit below). The purpose of said abandonment request is to be able to aggregate the abandoned land into their properties.

Site Analysis:

The alley rights-of-way lie between GKRO and the applicant's properties. Each alley right-of-way and the adjacent property are described below:

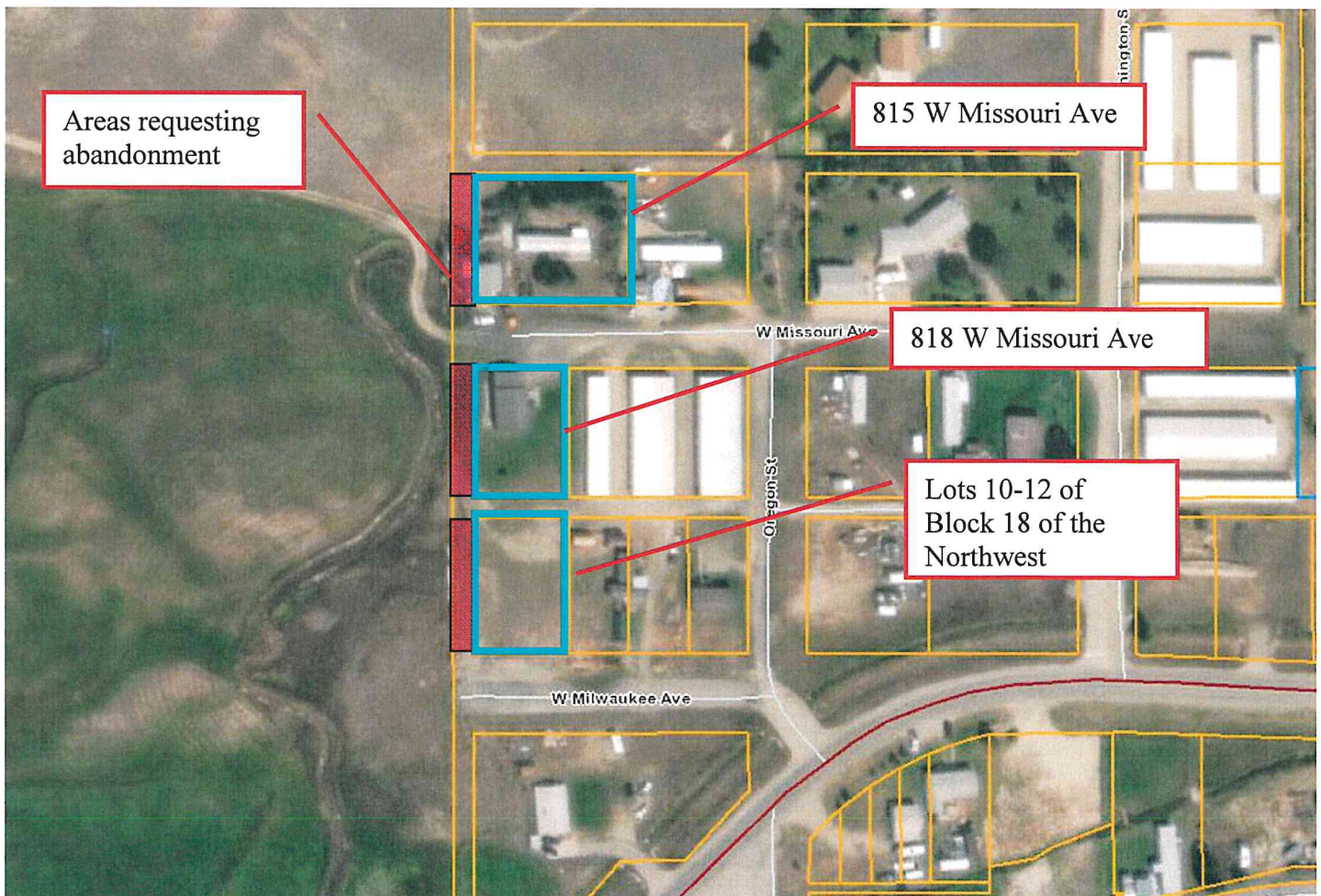
815 West Missouri Avenue, owned by Jerry and Debra Persons: The alley right-of-way requested for abandonment is approximately 130 feet by 20 feet, travels north to south, and lies between the Persons' property and GKRO. The Persons' property is legally described as Lots 10-14 of Block 7 of the Northwest Townsite, Section 32, Township 08 North, Range 09 West, and is classified as Improved Property - Urban. The property is zoned as the R-2, Residential, Single-family and Manufactured Home District. The property holds the Persons' home and is approximately 19,600 square feet. There is a gated access road into GKRO off W Missouri Ave to the immediate south of the subject property. Currently, a power line operated by Northwest Energy runs through the alley. However, the alley right-of-way does not see any current or anticipated usage for vehicular or pedestrian traffic.

818 West Missouri Avenue, owned by Kathryn Mitchell: The alley right-of-way requested for abandonment is approximately 130 feet by 20 feet, travels north to south, and lies between Mitchell's

property and GKRO. Mitchell's property is legally described as Lots 7-9 of Block 18 of the Northwest Townsite, Section 32, Township 08 North, Range 09 West, and is classified as Improved Property - Urban. The property is zoned as the R-2, Residential, Single-family and Manufactured Home District. The property holds Mitchell's home and is approximately 12,500 square feet. There is a gated access road into GKRO off W Missouri Ave to the immediate north of the subject property. There is an unused alley right-of-way directly to the south of the property, and the northern boundary of the property is the W Missouri Ave right-of-way. Currently, a power line operated by Northwest Energy runs through the alley. However, the alley right-of-way does not see any current or anticipated usage for vehicular or pedestrian traffic.

Lots 10-12 of Block 18 of the Northwest Townsite, owned by David Roberts: The alley right-of-way requested for abandonment is approximately 140 feet by 20 feet, travels north to south, and lies between Robert's property and GKRO. Robert's property is legally described as Lots 10-12 of Block 18 of the Northwest Townsite, Section 32, Township 08 North, Range 09 West, and is classified as Vacant Land - Urban. The property is zoned as the R-2, Residential, Single-family and Manufactured Home District. The property is currently vacant of any use and is approximately 9,000 square feet. An unused alley right-of-way exists to the north of the property, and the southern boundary of the property is the W Milwaukee Ave right-of-way. Currently, a power line operated by Northwest Energy runs through the alley. However, the alley right-of-way does not see any current or anticipated usage for vehicular or pedestrian traffic.

Exhibit showing location of proposed alley abandonments and the applicants' properties.



Abandonment Analysis:

As there has been no historic use of the alley right-of-way for public transportation, there would be no impact on City services, transportation, or future land use resulting from granting the abandonments. Since the proposed abandonments keep intact the east-west rights-of-way, there would be no impact on access to GKRO or other private properties that use the east-west alleys. Currently, the right-of-way is not used for any water or service utilities. However, there is a power line that runs through the alley right-of-way that is owned and operated by Northwest Energy. City Staff finds a potential conflict with the petitioner’s request and Northwest Energy due to access for this line, which would need to be resolved before the property could be abandoned. From previous staff experience, Northwest Energy maintains their easement under state law, even if the land is abandoned and deeded to another individual. However, the applicants should provide the City with proof in writing that Northwest Energy does not have concerns with the proposed abandonments.

§7-14-4114, MCA requires property owners seeking abandonment to receive written support from greater than 50% of adjacent property owners. The only adjacent property owner is the National Parks Service. The applicants received confirmation from the Acting Superintendent of the Grant Kohr’s Ranch National Historic Site that they have no concerns with the proposed abandonment. That written confirmation is attached to this staff report and incorporated herein.

Besides the potential conflict with Northwest Energy, City Staff finds no undue reason to deny the request based off current or potential uses of the property by the City. However, the approximately 19,600, 12,500, and 9,000 square foot properties are the property of the taxpayers of the City of Deer Lodge, and the City should require compensation for the abandonment of public land. Staff recommends sale costs, as calculated below, be attached to the deeds for the benefit of the Public Works Committee and the City Council to recoup the loss of the public property.

This sell prices were calculated as an average of the value per square foot of the applicant’s properties. The adjacent properties were selected on Montana Cadastral, which specifies every property’s square footage. The 2022 appraisals of the land value for each property were divided by the number of square feet to calculate the value per square foot for each applicant’s property. The average of these values was taken and applied to the square footage of the requested property abandonments. These calculations are shown below.

Adjacent Property	Square Feet	Land Taxable Value	Value/SF
815 W Missouri Ave	19600	29834	1.522
818 W Missouri Ave	12500	24228	1.938
Lots 10-12	9000	20830	2.314
		Average value/SF	1.925
		130’ x 20’ alleys	\$5,005
		140’ x 20’ alleys	\$5,390

Staff Recommendation:

Staff recommends the abandonment of the City owned property as described herein to the applicants at the following values:

Jerry and Debra Persons: \$5,005

Kathryn Mitchell: \$5,005

David Roberts: \$5,390

Staff also recommends the Public Works Committee and City Council require the petitioners to give to the City proof in writing from Northwest Energy that the proposed abandonments will have no impact on their ability to access the power line over the rights-of-way before the abandonment is approved.

Requiring a different sale price is at the discretion of the Public Works Committee and City Council.

Upon recommendation by the Public Works Committee, the petitions will be scheduled for a duly noticed public hearing before the City Council in accordance with §7-1-4127, MCA. All public notice fees will be paid by the applicants. Should the Council resolve to sell the property by a two-thirds vote as required by §7-8-4201(2)a, MCA, the applicants will be responsible for contracting a licensed surveyor to file a Certificate of Survey aggregating the properties and the abandoned rights-of-way, as well as a Quitclaim deed with the Powell County Clerk and Recorder. These documents must be approved by the City and be in full adherence to City of Deer Lodge subdivision review exemption requirements. All surveyor, survey review, and filing fees will be the sole cost of the applicant.

Signed,



Jordan Green – Chief Administrative Officer

May 19, 2023

Jordan Green

From: Wyrick, Dave A <David_Wyrick@nps.gov>
Sent: Tuesday, April 25, 2023 10:07 AM
To: Jordan Green
Subject: Re: [EXTERNAL] RE: My info and email

Jordan,

FYI

I replied to Cory yesterday that we have no issues with the abandonment of the alley's on either side of W Missouri street.

Dave

Dave Wyrick
Acting Superintendent
Grant-Kohrs Ranch National Historic Site
266 Warren Lane
Deer Lodge, MT 59722
(406) 846-2070 ext. 221

From: Wyrick, Dave A <David_Wyrick@nps.gov>
Sent: Wednesday, April 19, 2023 1:49 PM
To: Jordan Green <jgreen@cityofdeerlodgemt.gov>
Subject: Re: [EXTERNAL] RE: My info and email

sounds good

Dave Wyrick
Acting Superintendent
Grant-Kohrs Ranch National Historic Site
266 Warren Lane
Deer Lodge, MT 59722
(406) 846-2070 ext. 221

From: Jordan Green <jgreen@cityofdeerlodgemt.gov>
Sent: Wednesday, April 19, 2023 1:49 PM
To: Wyrick, Dave A <David_Wyrick@nps.gov>
Subject: RE: [EXTERNAL] RE: My info and email

Great thanks! I gave your information to Cory with Bounty Real Estate, who is the liaison for the project. I suppose he will be reaching out to you.
Thanks for the help.

Jordan Green, CFM
Chief Administrative Officer
City of Deer Lodge
300 Main St.

Request for Abandonment of City Owned Property

ABANDONMENT: "TO NO LONGER HAVE ANY RIGHT TO A PROPERTY"

The giving up of ownership and any present or future rights to real property by the lawful owner. Governing entities have the power to abandon publicly owned property if it is determined that the best interest of the public will be served by transferring ownership from the public sector to the private sector or from one entity to another. If abandonment is granted, the deed will be filed with the Powell County Clerk and Recorder.

Name of Applicant: Jerry and Debra Persons

Address of Applicant: ³⁰⁴~~205~~ Dixon St Deer Lodge MT 59722

Telephone Number: (406) 846-~~3873~~ 3041

Property description of land requesting to be abandon: A portion of unnamed alley between Missouri and the alley to the North and adjacent to lot 10 Block 7 of the Northwest Townsite (Deer Lodge)

Ownership of adjoining property: US National Park Service

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners.

Provide a site map indicating the property in question, with appropriate dimensions.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

Debra J. Persons
Signature of Applicant

Sept 6, 2022
Date

[Signature]
Received by

Sept 6/22
Date

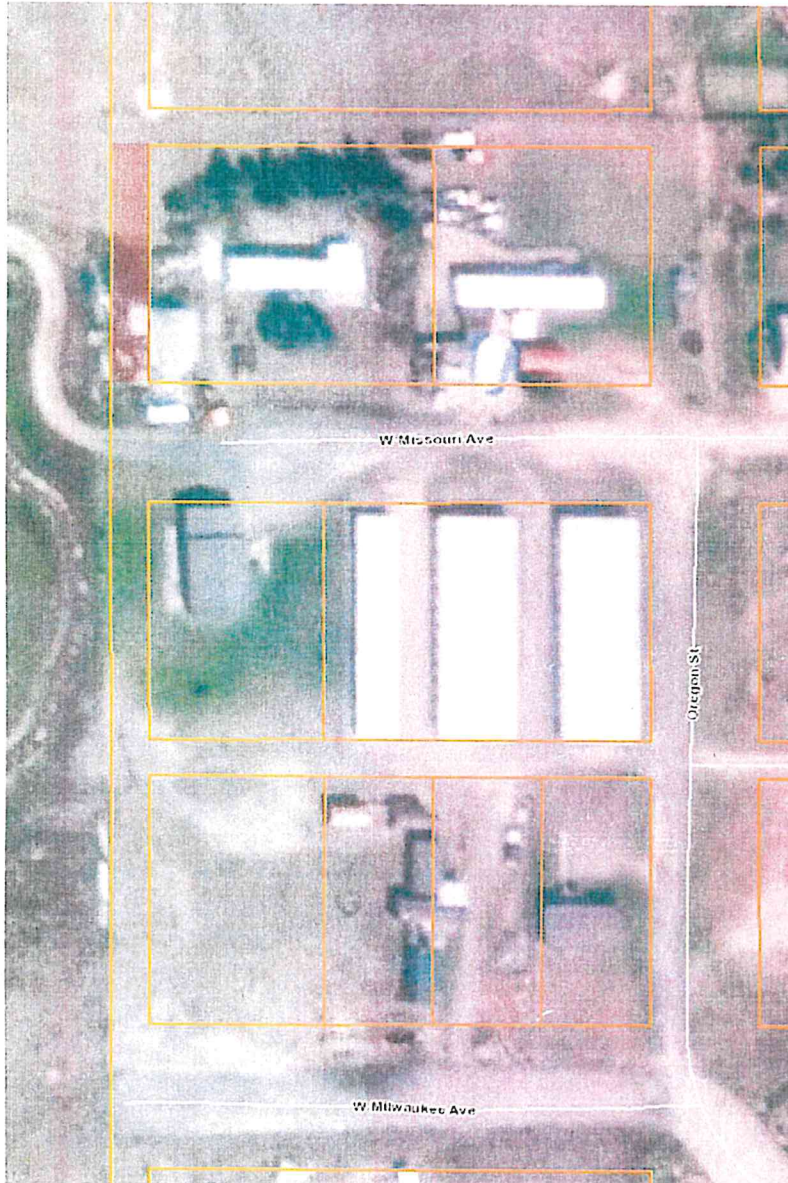
Forwarded to Public Works Committee on Sept 27, 20 22

Note: Request will not be considered without proper information
Please allow at least four weeks lead time for preliminary review by the committee.
Advertising and filing fees will be billed to the applicant

City of Deer Lodge
300 Main Street
Deer Lodge MT 59722-1098

Exhibit 1 Jerry and Debra Persons Abandonment Request

The requested area is denoted in red below and is 20' wide by _____



Request for Abandonment of City Owned Property

ABANDONMENT: "TO NO LONGER HAVE ANY RIGHT TO A PROPERTY"

The giving up of ownership and any present or future rights to real property by the lawful owner. Governing entities have the power to abandon publicly owned property if it is determined that the best interest of the public will be served by transferring ownership from the public sector to the private sector or from one entity to another. If abandonment is granted, the deed will be filed with the Powell County Clerk and Recorder.

Name of Applicant: Kathryn
Katherine Ann Mitchell

Address of Applicant: 818 W Missouri Deer Lodge MT 59722

Telephone Number: (406) 846-3041 3873

Property description of land requesting to be abandon: A portion of unnamed alley between Missouri and the alley to the south and adjacent to lot 9 Block 18 of the Northwest Townsite (Deer Lodge)

Ownership of adjoining property: _____
US National Park Service

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners.

Provide a site map indicating the property in question, with appropriate dimensions.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

Katherine Ann Mitchell
Signature of Applicant

9-6-2022
Date

[Signature]
Received by

9/6/22
Date

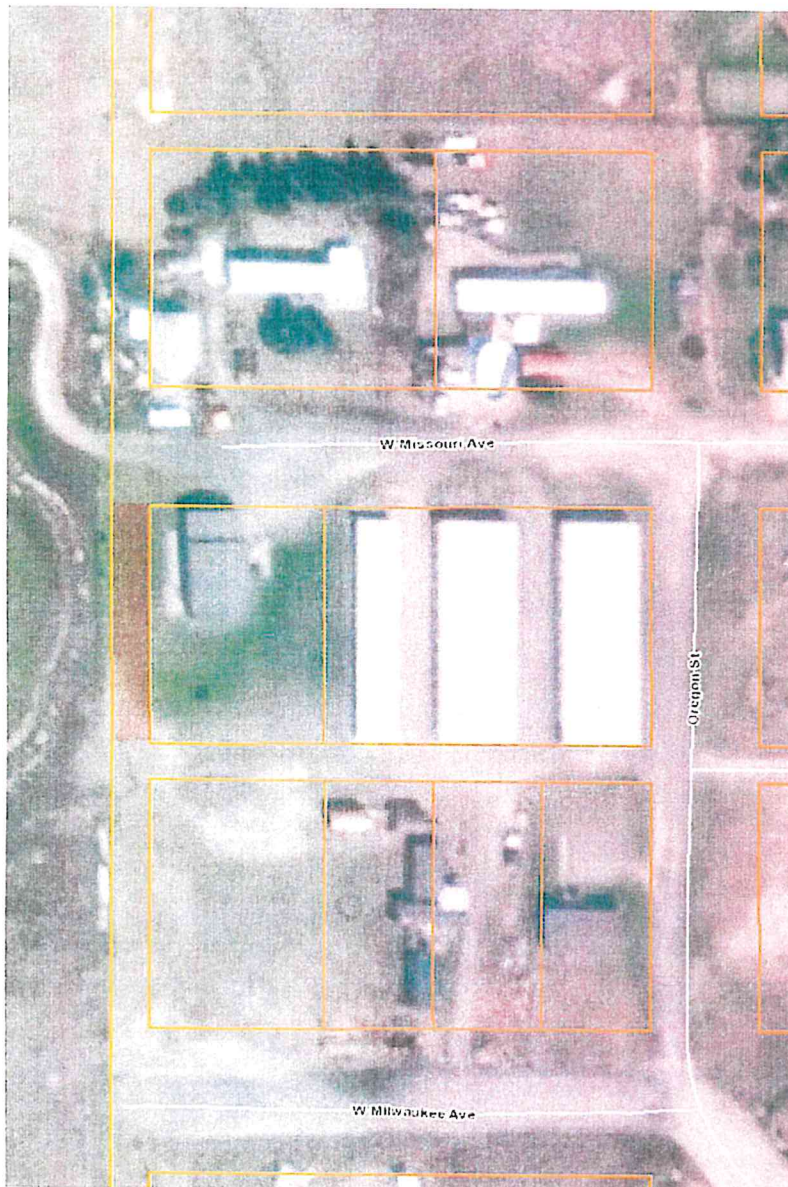
Forwarded to Public Works Committee on May 23 ~~Sept 27~~, 2023

Note: Request will not be considered without proper information
Please allow at least four weeks lead time for preliminary review by the committee.
Advertising and filing fees will be billed to the applicant

City of Deer Lodge
300 Main Street
Deer Lodge MT 59722-1098

Exhibit 1 Katherine Ann Mitchell Abandonment Request

The requested area is denoted in red below and is 20' wide by _____



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Name of Applicant: David O Roberts

Address of Applicant: P.O. Box 54 Deer Lodge MT 59722

Telephone Number: (406) 360-4962

Property description of land requesting to be abandon: A portion of unnamed alley between Milwaukee and the alley to the north and adjacent to lot 10 Block 18 of the Northwest Townsite (Deer Lodge)

Ownership of adjoining property: _____

US National Park Service

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners.

Provide a site map indicating the property in question, with appropriate dimensions.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

Signature of Applicant _____

Date 9/6/2022

Received by _____

Date 9/6/22

Forwarded to Public Works

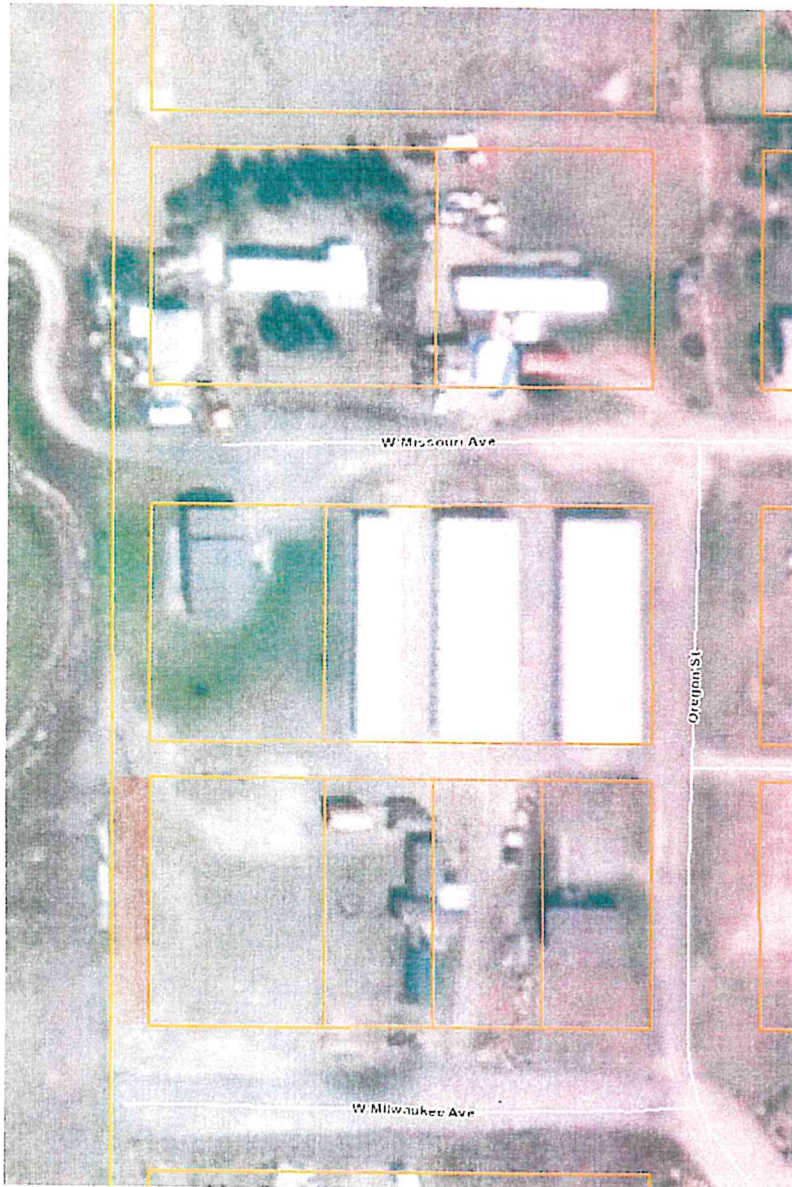
Committee on ~~SP~~, 2023

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City of Deer Lodge
300 Main Street
Deer Lodge MT 59722-1098

Exhibit 1 David Roberts Abandonment Request

The requested area is denoted in red below and is 20' wide by _____



Jordan Green

From: George Smith
Sent: Tuesday, May 16, 2023 10:22 AM
To: Jordan Green; James Jess; Trent Freeman
Subject: Winchester Drive

Winchester Drive is a short dead end/not a through street. It is a residential street and a dirt road. Most parking is done in driveways that the driver must back out into the street when leaving a resident is leaving. Due to all of this I am requesting that Winchester Drive's speed limit should be reduced to 15 mph.

Thanks

Chief George Smith
Deer Lodge Police Department
300 Main St
Deer Lodge, MT 59722



Columbarium / Cremation Garden Examples



Barnstable Maine



Tegeler Monument Company



Coldspring USA Calvary Cemetery