



COUNCIL MEETING AGENDA
Wednesday January 17, 2024
7:00 P. M.
Fallon County Courtroom

Teleconference instructions: Dial 406-323-9800, when prompted enter participant code 1718877#, when prompted state your name and press #. Participants may enter conference prior to the moderator but will be placed on hold with music until moderator joins.

*****Pledge of Allegiance*****

PUBLIC COMMENT:

You may email any comments to dukartk@bakermontana.us prior to 5:00 p.m. on the date of the meeting if you are unable to participate in the meeting.

The public is welcome to comment on any matter. Please address the Chair to be recognized.

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Consent Agenda

-Approval of the Minutes of the Regular meeting of January 3, 2024.

OLD BUSINESS:

NEW BUSINESS:

-Resolution #757, a resolution of the City Council of Baker, Montana calling for an election on the question of conducting a local government review and establishing a study commission to do so.

-Easement and right of way agreement request from Denbury Onshore LLC. Described as S18, T07, R60E, City of Baker tract in lot 3.

- Request from City Judge Anna Straub to advertise to fill a city court clerk vacancy.
- Zoning Board of Adjustment re appoint Trish Rost.
- Zoning Commission appointee.
- Request to amend Zoning Board of Adjustment bylaws membership from 7 to 5.

ENGINEER'S REPORT:

PLANNING INPUT:

FIRE DEPT INPUT:

COUNTY SANITARIAN INPUT:

PUBLIC WORKS DEPARTMENT INPUT:

POLICE DEPARTMENT INPUT:

CLERK/TREASURER INPUT:

- December 2023 financial report.
- December 2023 quarterly investment report and pledge security.

MAYOR INPUT:

CITY ATTORNEY INPUT:

CITY COUNCIL INPUT:

ADJOURNMENT:

THE REGULAR BAKER CITY COUNCIL MEETING WAS HELD WEDNESDAY, JANUARY 3, 2024 IN THE FALLON COUNTY COURTROOM.

MEMBERS PRESENT: Mayor; Steve Zachmann, Councilors; Nancy Strain, Randy Morris, Mike Loutzenhiser, City Attorney; Rich Batterman, Chief of Police, Justin LaCroix, Fire Chief; Tom Bruha, City Engineer; Rylan Limesand and Clerk Treasurer; Kevin Dukart.

ABSENT: Councilor; Pat Ehret

GUESTS: Eli Ravage

The Pledge of Allegiance was recited.

Mayor Zachmann welcomed two new council members, Nancy Strain and Randy Morris.

PUBLIC COMMENT: None

Motion by Mike Loutzenhiser, second by Nancy Strain to approve the Consent Agenda Minutes of December 20, 2023 and Claims for December 2023 as listed. Motion Carried. All Aye.

OLD BUSINESS

Motion by Mike Loutzenhiser, second by Randy Morris to approve a quote from Dakota Playground to replace the tunnel slide in Steve McClain Park for \$7,868.25. Clerk Dukart reported that the manufacturer of the slide requires the replacement is exclusive to distributor of this territory. Motion Carried. All Aye.

NEW BUSINESS

Motion by Mike Loutzenhiser, second by Nancy Strain to approve Change Order #2, Diamond J Construction 2023 Schedule III, SID #36 increase of \$14,000 to replace erosion control on 6th St. West. Motion Carried. All Aye.

Moton by Mike Loutzenhiser, second by Nancy Strain to approve Pay Application #3, Diamond J Construction 2023 Schedule III, SID #36 Street Reconstruction for \$90,893.58 and substantial completion. Motion Carried. All Aye.

Motion by Mike Loutzenhiser, second by Nancy Strain to approve Change Order #3F, Diamond J Construction 2022 Watermain Replacement final quantities of \$17,791.00. Motion Carried. All Aye.

Motion by Mike Loutzenhiser, second by Nancy Strain to approve Pay Application #7F, Diamond J Construction Watermain Replacement Project \$55,526.00 and substantial completion. Motion Carried. All Aye.

Motion by Mike Loutzenhiser, second by Nancy Strain to approve renewal of the Fallon County Water and Sewer District Water and Wastewater Service Agreement. Motion by Mike Loutzenhiser, second by Nancy Strain to amend the agreement to set the term of the agreement for 5 years. Amended Motion Passed. All Aye. Main Motion Passed. All Aye.

Motion by Mike Loutzenhiser, second by Nancy Strain to approve the renewal for the North Baker Water and Sewer District Water and Wastewater Service Agreement for 5-year extension. Motion Carried. All Aye.

Motion by Mike Loutzenhiser, second by Randy Morris to increase the interest for accrual on utility deposits from 1% to 3%. Motion Carried. All Aye.

PLANNING INPUT:

Clerk Dukart reported that he met with Forrest Sanderson who held the public hearing for Fallon County on the update to the Subdivision Regulations. Further information will be forthcoming for the city to hold a public hearing on the proposal to update the regulations as well.

POLICE DEPT. INPUT:

Justin cautioned all to drive carefully as the snow has caused the streets to become icy.

CLERK TREASURER INPUT:

Kevin reported on the matter of legislative action regarding changes to the City Zone Code. City Planner, Forrest Sanderson, is working on code changes for the City of Laurel and stated that when that is complete, he will be in contact with Baker on proposed changes. There is a court action to stay several of the legislation changes as well. It is unknown what affect the stay will have on local zone code changes.

MAYOR INPUT:

Mayor Zachmann wished all a Happy New Year. Steve also noted that at a previous meeting Michelle Moser of Public Health attended regarding restricting use of tobacco products in public places. This is a matter for the council to consider.

CITY ATTORNEY INPUT:

Rich reported that he has hired a new staff member at his office. He wished all a Happy New Year.

COUNCIL INPUT:

Strain – Nancy noted that the Fallon County Times has the meeting dates as the 1st and 2nd Wednesday this January. Clerk Dukart stated he will notify the paper to assure the dates are clarified to the 1st and 3rd Wednesdays of each month.

Morris – None

Loutzenhiser – Mike reported that the sign at the corner of Railroad Ave. and Main St. is down. Welcome to Randy and Nancy. Happy New Year.

The following payroll was approved for payment:

3576 Pattie Ehret \$310.46, 3577 Brittany Hoversland \$346.31, PERD vendor liability \$2,487.54, MPERA vendor liability \$4,752.87, Nationwide Retirement emp w/h \$700.00, Dept. of Treasury emp w/h \$8,316.19, MT Dept. of Revenue emp w/h \$1,586.49, MMIA vendor liability \$14,594.95, ACH Deposits: Albert Batterman \$2,962.84, Thomas Bruha \$294.29, Brenda Dietz \$1,563.17, Kevin Dukart \$3,361.00, Tracey Goerndt \$260.46, Blayne Higgins \$1,342.19, Jill Hildebrand \$621.23, Justin LaCroix \$2,121.15, Michael Loutzenhiser \$339.56, Jaramie McLean \$1,353.28, Rodney Morris \$1,663.36, Theresa Myers \$946.14, Bryan Nevers \$1,768.93, Kyle Rogge \$1,388.82, Ashley Rost \$717.49, Cody Strandbakke \$1,999.58, Anna Straub \$1,521.09, Tyler Travis \$1,461.47, Sheena Veazey \$1,627.64, Steven Zachmann \$818.95.

Total payroll: \$61,227.45

The following claims were approved for payment as listed:

1280e Dept. of Revenue 1% contractor w/h \$555.26, 1281e Dept. of Revenue 1% contractor w/h \$918.12, 15451 Bank of Baker SID #36 pymt \$422,627.93, 15452 Alpine Energy gas royalty \$178.16, 15453 Melanie Brown gas royalty \$20.28, 15454 Connie K Collins gas royalty \$2.83, 15455 Holly Lund Daniels gas royalty \$6.35, 15456 Jerome Dickman gas royalty \$2.83, 15457 Susan F Dow gas royalty \$309.23, 15458 Laurie Findlater gas royalty \$309.23, 15459 Valerie Frericks gas royalty \$2.83, 15460 Lori Hansen gas royalty \$20.28, 15461 Peggy Hayek gas royalty \$19.04, 15462 Katherine Rae Lacy gas royalty \$4.31, 15463 Monty Lang gas royalty \$2028, 15464 Lang Properties gas royalty \$178.16, 15465 Calvin H & Anna M Lund gas royalty \$19.04, 15466 Roderick Jon Lund gas royalty \$6.35, 15467 Patricia L Madler gas royalty \$5.44, 15468 Thomas R & Ceclia L O'Connor gas royalty \$14.28, 15469 William D & Barbara J O'Connor gas royalty \$14.28, 15470 Michael Rost gas royalty \$.96, 15471 Carol Schoenbeck gas royalty \$5.44, 15472 Frederick A Schoenbeck gas royalty \$5.44, 15473 George Schoenbeck gas royalty \$5.44, 15474 John L Schoenbeck gas royalty \$5.44, 15475 Richard Schoenbeck gas royalty \$5.44, 15476 scout Energy Management gas royalty \$42.84, 15477 Peggy Smith gas royalty \$2.83, 15478 Paula Rost Smith gas royalty \$1.81, 15479 Jennifer Soehren gas royalty \$1.81, 15480 American Legion hall rent \$100.00, 15481 Baker Chamber of Commerce 2024 membership dues \$375.00, 15482 Baker Drug supplies \$43.86, 15483 Baker Metal supplies \$64.50, 15484 Baker Rural Fire Dist. truck pymt. \$17,500.00, 15485 Batterman Law Office stipend \$2,000.00, 15486 Boss Office Products supplies \$339.88, 15487 Carquest parts \$238.50, 15488 City of Baker petty cash-postage, dep refunds \$724.30, 15489 CivicPlus supplementation subscription \$1,052.00, 15490 Creative Product Source supplies \$382.54, 15491 Dana Safety Supply police console \$900.46, 15492 Michael & Tiffany Davis refund SID #36 \$952.13, 15493 Diamond J Construction pay app #7F main to wells project \$54,970.74, 15494 Diamond J Construction pay app #3 SID #36 \$90,893.58, 15495 Direct Electric repairs \$371.00, 15496 Kevin Dukart travel subsistence \$30.00, 15497 Energy Lab samples \$199.00, 15498 Fallon County Treasurer building maintenance, tipping, loan pymt \$148,550.71, Fallon County Water District collections \$4,427.96, 15500 Brenda Flint services \$75.00, 15501 Gamma Beta holiday meal \$400.00, 15502 Hawkins Inc. supplies \$120.30, 15503 Blayne Higgins subsistence/animal control \$183.33, 15504 interstate Power Systems repairs 2015 Peterbilt \$1,208.83, 15505 Justin LaCroix subsistence/animal control \$183.33, 15506 Justin LaCroix travel

per diem – Las Vegas training \$1,897.61, 15507 Masters Telecom LLC, fax lines \$325.50, 15508 MDU utilities \$8,731.25, 15509 Mid-Rivers Telephone phone services \$912.33, 15510 Mike's Plumbing winterize parks \$1,625.00, 15511 Rod Morris safety boot reimbursement \$195.95, 15512 MT Volunteer Firefighter Assoc. annual dues \$65.00, 15513 Bryan Nevers, subsistence/animal control \$183.33, 15514 Bryan Nevers travel per diem – Las Vegas training \$1,425.56, 15515 North Baker Water District collections \$14,274.47, 15516 Northside Truck & Auto parts \$636.47, 15517 Northwest Pipe Fittings parts \$741.29, 15518 Lisa Passmore park maintenance \$1,470.00, 15519 PowerPlan service repair – skid steer & supplies \$7,602.64, 15520 Precision Parts & Supply parts \$949.28, 15521 Reynolds supplies \$86.42, 15522 Rolling Rubber 2 tires-garbage truck \$1,133.08, 15523 Scout Energy Management Nov. operating expense \$79.41, 15524 SMART Main ST Pocket Park Grant withdrawal \$45,050.00, 15525 Cody Strandbakke subsistence/animal control \$183.33, 15526 SWS Equipment parts – garbage truck \$700.77, 15527 US Bank Voyager fuel \$2,620.16, 15528 USPS permit fee \$310.00, 15529 Utilities Underground Locations faxed locate requests \$10.92, 15530 VISA shop-postage, parts & supplies \$791.25, 15531 VISA PD-postage & supplies \$468.61.

Total claims: \$844,068.54

There having been no further business to come before the Baker City council at this time, Motion by Mike Loutzenhiser, second by Nancy Strain to adjourn at 7:40 p.m. Motion Carried. All Aye.

Mayor _____ Clerk Treasurer

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this “**Agreement**”) is made, dated and effective as of this ____ day of _____, 2024 (the “**Effective Date**”), between City of Baker PO Box 1512 Baker, MT 59313 hereafter “**Grantor**”), and Denbury Onshore, LLC, a limited liability company, organized under the laws of the State of Delaware, (hereafter “**Grantee**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Fallon County, State of Montana, as more particularly described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 4inch or less nominal diameter pipeline for the transportation of CO₂ (hereinafter “**Product**”) and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the “**Easement**”) solely for the purposes of laying, constructing, inspecting, maintaining, operating, replacing within the same location with the same size pipe, repairing and removing one 4-inch or less nominal diameter pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the “**Pipeline**”), for the transportation of the Product under the Property, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit A, or as otherwise agreed to by the Parties for access to the Easement and Grantee’s Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve stations, or any other aboveground facilities on the Property; rather, the Parties shall execute a separate

written agreement for any pump, compressor, or valve stations, or any other aboveground facilities to be installed on the Property.

1.2. Width of Easement. The Easement shall be thirty (30) feet, and no greater than thirty (30) feet, in width, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "**Easement Area**").

1.3. Single Pipeline. Grantee shall install no more than one 4-inch or less diameter pipeline upon or within the Easement Area. Grantee shall have no right to use or sublease the Property for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit A attached hereto (the "**Temporary Work Space**"). The width of the Temporary Work Space shall be in addition to the width of the Easement and shall be no greater than thirty five (35) feet (*i.e.*, a permanent easement thirty (30) feet in width and a temporary construction easement of thirty five (35) feet in width), except that there shall be "Additional Temporary Workspace" at each bore location and each road, ditch, waterway crossing, buried utility crossing and location with uneven terrain. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee upon Grantor's property, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor's request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee's definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor's receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6 Entry onto the Property.

(a) During Construction, reclamation/weed control and pipeline maintenance activities Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit A, for purposes specified of ingress and egress, for all types of vehicular traffic and transportation of

equipment and machinery of any and every kind, to, from, and across the Easement. After the completion of construction, Grantee will leave access road for the full benefit, use and enjoyment of Grantor and in, as near as reasonably practicable, the condition existing just prior to Grantee's first use of said access road. Right to access as specified under this Section 1.6 shall expire after five years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7 Emergency Access to Pipeline. Except in cases of emergency, or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to reasonable compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8 Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to or during construction, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall not result in Grantor being required to reimburse Grantee for any payments already made.

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Property for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; developing surface or subsurface

mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Property.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee. Any existing structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain or Grantee shall reasonably compensate Grantor for their replacement. Grantee shall make reasonable efforts not to disturb Grantor's activities on the Property to the extent such activities are consistent with Grantee's rights under this Agreement.

(b) Notwithstanding anything to contrary herein, Grantor shall not i) authorize others to construct any parallel pipeline, powerline or fiber optic line within the 30' Easement Area ii) enter into any agreement, permit, license, easement or other grant within the 30' Easement Area without the express written consent of Grantee.

(c) At the conclusion of construction of the pipeline, Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with livestock and agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(d) Notwithstanding Section 2.1(b), or any other provision in this agreement, Grantor shall have the right to cross the Easement Area with fences and roads provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities (vi) Grantor provides at least two weeks' notice to Grantee before constructing any road crossing the easement.

(e) Grantor shall have the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) Grantee is provided reasonable access to the Easement Area for routine activities (v) Grantor provides at least two weeks' notice to Grantee before constructing any Other lines

(f) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Property, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner to allow the crossing of the Easement Area by livestock and agricultural equipment.

3. **Payments to Grantor.** In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. **Liability for Improvements.** Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. **Grantee's Obligations.**

5.1. **Contact Information.** Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction and operation.

5.2. **Construction Liens.** Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

5.3. **Compensation and Indemnity.**

(a) Grantee shall reasonably compensate Grantor for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) Should either (i) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (ii) the agricultural capability of the lands encompassing the Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.

(ii) Grantee shall compensate Grantor for any injury or loss to Grantor's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the landowner whole.

(iii) In the event that Grantee's activities or omissions cause fire on the Property or adjacent lands owned by Grantor, and the Property or adjacent lands are used for grazing, Grantee shall promptly pay to Grantor (i) the reasonable costs of all fire suppression incurred by Grantor, (ii) One Hundred Twenty Dollars (\$120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons, (iii) replacement costs for Grantor's fences and any other improvements, including structures, destroyed or damaged by fire, and (iv) all other actual damages, including all costs associated with the prevention and control of cheat grass and cactus, to Grantor as a result of such fire. Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any substantially similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP or any substantially similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal.

(c) To the extent allowed by law, except to the extent arising out of the gross negligence, intentional misconduct, or illegal acts of Grantor or the surface occupants, and its successors, assigns, and/or anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and

pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor and the surface occupants, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor or surface occupants shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity. For the purpose of this agreement, surface occupants are defined as a lessee or other authorized users of the surface.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and the surface occupants and any successor and assignee of Grantor or the surface occupants and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant (the **"Claimant"**) at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in the enforcement of this Agreement which the employees of Grantee or its contractors (the **"Grantee Group"**) failed to comply with in the conduct of their activities on the Property in the performance of work on behalf of Grantee; (ii) in response to a specific request by the Grantee Group to the Claimant in the conduct of their activities on the Property (the **"Grantee Group Obligation"**); or (iii) for reasonable actions taken in an emergency situation by the Claimant as a result of Grantee Group's activity on the Property. In cases of an emergency, the Claimant shall take all reasonable and necessary actions to resolve and address the emergency. Following an emergency, the Claimant shall notify the Grantee as soon as is practical. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Depth of Pipeline. Grantee agrees to bury and maintain the Pipeline to a minimum depth of forty-eight inches (48") except for in consolidated rock where the Pipeline will be buried and maintained to a minimum depth of thirty inches (30").

5.5. Location of Above Ground Facilities. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate aboveground installations (other than pipeline markers, corrosion protection test lead posts, and appropriate safety signage) adjacent to lot lines and as near as practicable to public road allowances, and in any event will comply with all applicable laws and regulations.

5.6. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.7. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however,* that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.8. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location.

Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline, exposing the top of the pipeline down to two feet (2') below the pipeline and three feet (3') to each side of the pipeline and backfilling the trench to accommodate said pipeline in a timely manner.

5.9. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.10. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property. Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.3. Assignment by Grantor. Grantor, as used herein, shall mean [landowner], together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.4. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by

Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.3. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.4. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.5. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within ten (10) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) with Grantor's consent, remove the Pipeline from the Property with full reclamation of the Easement Area; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, negligent acts or omissions. If Grantor so chooses, Grantor can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or

liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy. To the greatest extent allowed under the law, Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor. Except to the extent arising from Grantor's intentional acts, willful misconduct, negligent acts or omissions, Grantor shall not be liable or responsible for any damage to or release from the Pipeline that occurs as a result of normal and customary farming or livestock management practices, including damage to Grantee's machinery and equipment.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

If to Grantee:

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business

day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State of Montana, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have forty five(45) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Warranty of Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title and Acceptance As Is. GRANTOR EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

10.17. Notwithstanding anything to the contrary contained in this Pipeline Right-of-Way Grant, Grantee does not waive, alter or restrict any rights Grantee holds and owns by virtue of any oil, gas and mineral leases, unitization agreements and other agreements covering the property described herein; said oil, gas and mineral leases, unitization agreements and other agreements remain in full force and effect.

[The remainder of this page is intentionally left blank.]

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

7N-60E Section 18 N2E2SW

PAYMENT ADDENDUM

CALCULATION SHEET

Tract # Section 18

Land Owner: City of Baker

Rods	<u>81.00</u>
ATW/Acres	<u>NA</u>

Price per Rod	<u>120.00</u>
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Rods	<u>81.00</u>
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Total ROW	<u>\$9,720.00</u>
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Price per Rod TWS	<u></u>
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Rods	<u></u>
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Total TWS	<u>\$0.00</u>
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Price per Acre ATW	<u></u>
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Acres	<u></u>
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Total ATW	<u>\$0.00</u>
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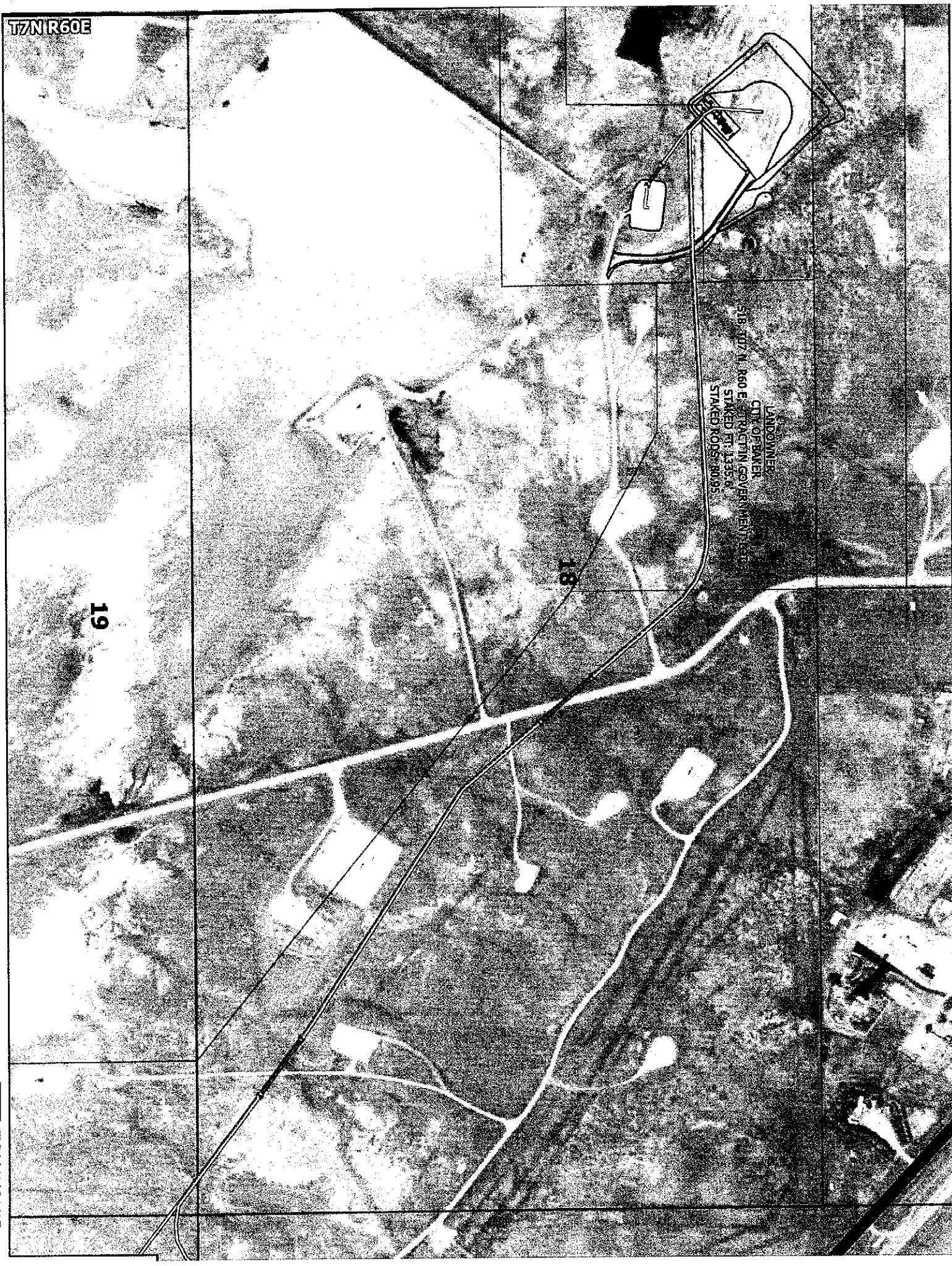
Total ROW and Work Space	<u>\$9,720.00</u>
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Price per Rod	<u></u>
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Rods	<u></u>
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Total Damages	<u>\$0.00</u>
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GRAND TOTAL	<u><u>\$9,720.00</u></u>
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LANDOWNER
CITY OF BAKER
518.107 N. R60 E. (TRACT IN GOVERNMENT) 1335.0'
STAKED ROADS 80.95'

18

19

RESOLUTION NUMBER 757

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BAKER, MONTANA, CALLING FOR AN ELECTION ON THE
QUESTION OF CONDUCTING A LOCAL GOVERNMENT
REVIEW AND ESTABLISHING A STUDY COMMISSION TO DO
SO.**

WHEREAS, Section 9, Article XI of the Constitution of the State of Montana requires that each unit of local government shall conduct an election once every ten years to determine whether the local government will undertake a local government review procedure; and

WHEREAS, 7-3-173(2) M.C.A. requires that the governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission; and

WHEREAS, the City Council is the governing body of the City of Baker

NOW THEREFORE BE IT RESOLVED THAT:

1. The City of Baker hereby calls for an election on the question of conducting a local government review and electing a study commission to be held at the primary election on June 4, 2024.
2. If the voters decide in favor of conducting a local government review, a study commission comprised of three members shall be elected at the general election of November 5, 2024.
3. Pursuant to 7-3-175, M.C.A. the question of conducting a local government review shall be submitted to the electors in substantially the following form:

Vote for one:

☐ FOR the review of the government of City of Baker and the establishment and funding, not to exceed 2 mills of a local government study commission consisting of three to examine the government of City of Baker and submit recommendations on the government.

☐ AGAINST the review of the government of City of Baker and the establishment and funding, not to exceed 2 mills of a local government study commission consisting of three members to examine the government of City of Baker and submit recommendations on the government.

Passed and adopted by the City Council of the City of Baker, Montana meeting at regular session held on the 17th day of January 2024.

Steve Zachmann, Mayor

ATTEST:

Kevin J. Dukart, City Clerk

Kevin Dukart

From: Trish Rost <rost@midrivers.com>
Sent: Friday, January 12, 2024 10:30 AM
To: Kevin Dukart
Subject: Board of adjustment

[You don't often get email from rost@midrivers.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Morning Kevin, I am writing in response to your call this morning. Thank you for that. I am interested in applying for a seat on the board of adjustment, if you should find me qualified. Thank you.

Sincerely,
Trish Rost

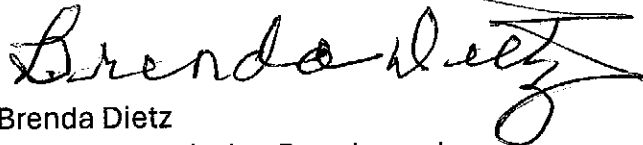
Sent from my iPhone

1-12-2024

To Mayor Zachmann and the Baker City Council

Per Board of Adjustment By-Laws, Article 3; Membership and Terms of Appointment, #1; I would like to recommend to the Baker City Council; that due to the lack of citizen volunteers; to reduce the required Board of Adjustment Board member to five (5) members thus being able to fulfill the requirements of a quorum.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Brenda Dietz". The signature is stylized with a large, sweeping "B" and a long, horizontal stroke extending to the right.

Brenda Dietz
Zoning Commission Board member

BOARD OF ADJUSTMENT BY-LAWS

City of Baker

Board of Adjustment

By-Laws

8-19-2015 City C

ARTICLE 1. NAME

1. The name of this Board shall be the City of Baker Board of Adjustment.

ARTICLE 2. GRANTING AUTHORITIES

1. The City of Baker has authority to create a Board of Adjustment under 76-²321 of the Montana Code Annotated to hear appeals and to conduct Special Exception Hearings.

ARTICLE 3. MEMBERSHIP AND TERMS OF APPOINTMENT

1. The City of Baker Board of Adjustment shall consist of seven (7) members.
2. The Baker City Council shall appoint the members of the City of Baker Board of Adjustment.
3. The members of the City of Baker Board of Adjustment shall reside within the jurisdictional area of the City of Baker Zoning.
4. The Baker City Mayor, subject to confirmation by the City Council, shall appoint members of the Board of Adjustment for terms of four (4) years and the terms of the members shall be staggered so that no more than two terms shall expire in any one (1) year. The members shall serve at the pleasure of the City Council and may be removed from the board at the convenience of the Baker City Council for any reason, including but not limited to absenteeism, repeated conflicts of interest or uncivil behavior, or for no reason at all.
5. Each member of the City of Baker Board of Adjustment shall attend meetings regularly to ensure that the requirements of law are met.
6. The Baker City Council shall fill any vacancy on the City of Baker Board of Adjustment. A member appointed by the Baker City Mayor subject to confirmation by the city council to fill a vacancy shall serve until the term of the member he replaces expires.

ARTICLE 4. CITY OF BAKER BOARD OF ADJUSTMENT OFFICERS, TERMS & DUTIES

1. The Board of Adjustment, at its annual meeting scheduled for the 1st Monday of January, shall elect a chairman whose term shall run for one year, and who shall:
 - Preside over the meetings of the City of Baker Board of Adjustment.
 - Supervise the general affairs of the City of Baker Board of Adjustment.
 - Perform those tasks necessary to satisfy the duties of the City of Baker Board of Adjustment.
 - Sign all communications of the Board and all recommendations to the City of Baker Mayor and Council.
 - Represent the Board at meetings, conferences and all other sessions of a similar nature.
2. Elect a Vice-Chairman whose term shall run for one year and whom shall:
 - 1) Perform the duties of the Chairman during the absence or disability of the Chairman.

BOARD OF ADJUSTMENT BY-LAWS

5. Each member of the City of Baker Board of Adjustment shall comply with the Montana Code of Ethics. See Sections 2-2-101 through 2-2-144 of the Montana Code Annotated.
6. Each member of the City of Baker Board of Adjustment is an equal and shall be responsible for the conduct of the City of Baker Board of Adjustment business in a dignified and orderly manner, to demonstrate and reflect the high character and moral integrity of each City of Baker Board of Adjustment members.

ARTICLE 7. AMENDMENTS TO BYLAWS

1. Any member of the City of Baker Zoning Commission may initiate amendments to the By-Laws of the City of Baker Board of Adjustment. Any amendments to these by-laws will be presented at the following Baker City Council Meeting.