

RESOLUTION No. 3649

A RESOLUTION OF THE CITY COUNCIL OF RED LODGE, MONTANA, TO VACATE THE PORTION OF DALY AVENUE RIGHT OF WAY THAT IS LOCATED EAST OF LOT 4 AND LOT 5 OF BLOCK 45, RED LODGE ORIGINAL TOWNSITE, SECTION 27, TOWNSHIP 7 SOUTH, RANGE 20 EAST, P.M.M., CARBON COUNTY, MONTANA.

WHEREAS, § 7-14-4114 et. seq. of the Montana Code Annotated authorizes the City of Red Lodge to discontinue the use of, and permanently vacate public rights of way (ROW); and

WHEREAS, the affected ROW to be vacated does not contain through vehicles; and

WHEREAS, the proposed ROW vacation will not cause any detriment to the public interest; and

WHEREAS, all applicable processes as set forth in § 7-14-4114 and all applicable public notice requirements set forth in § 7-14-4114 and § 7-1-4127 of the Montana Code Annotated MCA have been complied with.

NOW, THEREFORE BE IT RESOLVED by the City Council:

1. That the City Council of the City of Red Lodge hereby and forever permanently vacates a portion of Daly Avenue located East of Lot 4 and Lot 5 of Block 45, Red Lodge Original Townsite, Section 27, Township 7 South, Range 20 East, P.M.M., Carbon County, Montana.
2. That pursuant to Montana law, the vacated ROW returns to the ownership of adjacent parcels along each respective side of the centerline of said vacated ROW.

PASSED and APPROVED by the City Council the ____ day of _____, 2024.

FOR THE CITY OF RED LODGE, MONTANA:

By: _____
Dave Westwood, Mayor

Attest: _____
Loni Hanson, City Clerk



DATE: April 15, 2024

TO: City Council
Jody Ronning, President
Dave Westwood, Mayor

FROM: Cody Marxer, Contract Planner

RE: Petition to Vacate Right-of-Way - RW2024-01

OWNER / APPLICANT:
Nick and Renee Campbell

AUTHORIZED REPRESENTATIVE:
Nick and Renee Campbell

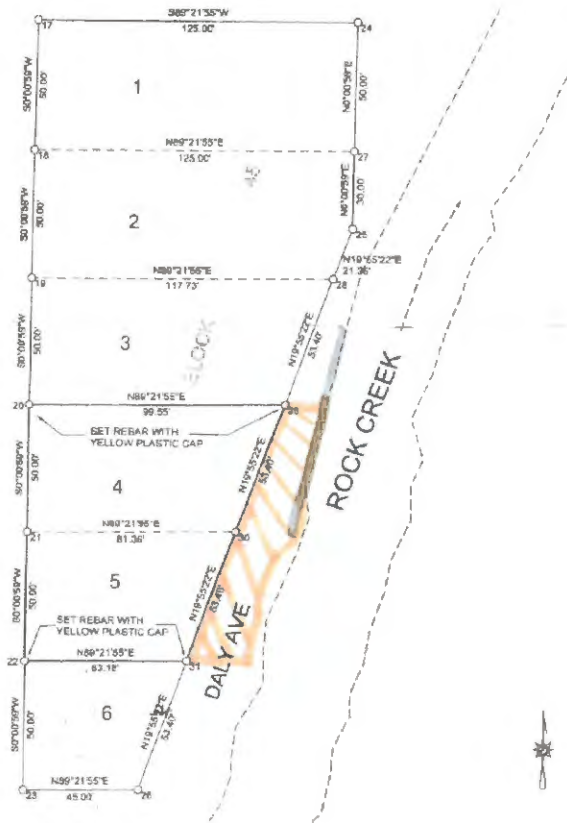
CITY COUNCIL HEARING:

April 30, 2024 @ 6 p.m.

I. EXECUTIVE SUMMARY

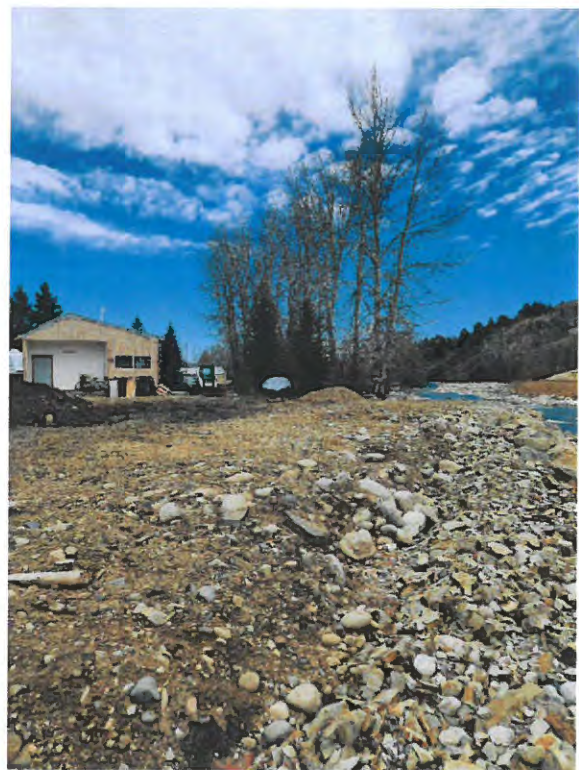
The Community Development Department has received a Petition to Vacate a Right-of-Way (ROW) for a city-owned portion of Daly Avenue generally located adjacent to Lot 4 and Lot 5 of Block 45, Red Lodge Original Townsite, in Section 27, Township 7 South, Range 20 East, P.M.M., Carbon County, Montana (see attached Petition To Discontinue Street Or Alley and Exhibit A). The area in question is shown in Image A (below) and on page 4 of the petition application. The land, generally located in the area of 9th and Cooper, is not being used by the City. The 2022 Rock Creek flood event caused severe erosion in the area described in the petition application, reducing Daly Avenue dimensional area.

The Red Lodge Growth Policy, Comprehensive Parks Plan, and Active Transportation Plan encourage increased access to Rock Creek for the enjoyment of our residents and tourists. The City should not relinquish property and public right-of-way's along Rock Creek, unless there is a unique and extenuating circumstance. Staff determines this to be an extenuating circumstance due to the substantial erosion of this specific portion of Daly Avenue along Rock Creek. It would also be prudent to note that the general area of the subject land is located within and/or adjacent to the mapped Regulated Flood Hazard Area (FIRM Panel #30009C0703D effective 12/4/2012); therefore, any subsequent development in the general area or within the vacated ROW should be reviewed for compliance with the 2012 Floodplain Development Regulations. It is also prudent to consult with and consider the City Attorney's position on this petition application.



< Image A
 Subject property, as provided in the
 Applicant's petition application.

II. SITE PHOTOS



III. STAFF RECOMMENDATION/SUGGESTED FORM OF MOTION:

> Approval

> I move to recommend approval of the Petition to Vacate a Right-of-Way (ROW) for a city-owned portion of Daly Avenue generally located adjacent Lot 4 and Lot 5 of Block 45, Red Lodge Original Townsite, lying in Section 27, Township 7 South, Range 20 East, P.M.M., Carbon County, Montana, and as exhibited on Exhibit A.

IV. PROCESS

- 4/30/2024 – Public Hearing hosted by City Council

V. PUBLIC NOTICE:

Two Public Notices are required. Public Notice occurred on April 11, 2024, and April 18, 2024, in the Carbon County News and on April 29, 2024, on the City Council Agenda for the April 30, 2024, City Council meeting.

VI. ATTACHMENTS:

1. Petition To Discontinue Street or Alley
2. Exhibit A - Surveyor's Worksheet

CITY OF RED LODGE

Community Development Department

1 South Platt Avenue

P.O. Box 9

Red Lodge MT, 59068

Telephone: (406) 446-1606 Fax (406) 446-3936

PETITION TO DISCONTINUE STREET OR ALLEY

FEE ATTACHED\$ _____

Pursuant to § 7-14-4114, MCA, the Red Lodge City Council may discontinue a street or alley or any part of a street or alley in the City, if it can be done without detriment to the public interest, upon:

- (a) a petition in writing of all owners of lots on the street or alley; or
- (b) (i) a petition in writing of more than 50% of the owners of lots on the street or alley; and
(ii) approval by a majority vote of the Council.

Before acting upon the petition, a notice must be published, stating when the petition will be acted on and what street or alley or part of a street or alley is asked to be vacated in accordance with the publishing requirements provided in § 7-1-4127, MCA.

Contact Information

Applicant: Nick and Renee Campbell
Address: 3160 Gregory Dr. W, Billings, MT 59102
Telephone: 406-855-5511
E-mail: nick.campbell@zoetis.com and reneathome39@yahoo.com

Petition Information

Describe the street or alley to be discontinued (attach a vicinity map):

This petition is to vacate right of way (ROW) for a city owned portion of Daly Avenue generally located adjacent to lot 4 and lot 5 of block 45, Red Lodge original townsite, lying in section 27, township 7 south, range 20 east, p.m.m., Carbon County, Montana

Legal Description of the Right-of-Way to be Discontinued (attach a copy of the Plat showing the street or alley to be discontinued):

See document attached as Ex. 1.

Describe how the discontinuation of the street or alley can be accomplished without detriment to the public interest:

The historic street has been eroded by flooding events and no longer exists and hasn't existed or been used for decades.

Describe any utilities located within the area to be discontinued (the presence of utilities may necessitate approval by the owner of the utility and an easement for the continued protection of the utility lines):

There are no utilities.

Does the area to be discontinued provide access for mail delivery, trash pickup, trails, parks, or other public or private uses?

This area has not and cannot provide access.

Does the area to be discontinued provide access to a water body or stream?

The area does not provide access to a water body or stream.

When the street or alley was dedicated to the public, was the right-of-way taken from property on both sides of the street or alley? Is there any evidence the right-of-way was taken from a property on only one side of the street or alley?

There is no way to know where the property was taken from and what is left of the ROW abutts the river.

Note that the City Council may adopt conditions to ensure the discontinuation is not detrimental to the public interest. Examples of potential conditions include the installation of pavement, sidewalks, or curb and gutter; the granting of easements for utilities; and setbacks for structures, landscaping, and other improvements. Are there conditions that would be beneficial or necessary to ensure the discontinuation is not detrimental to the public interest?

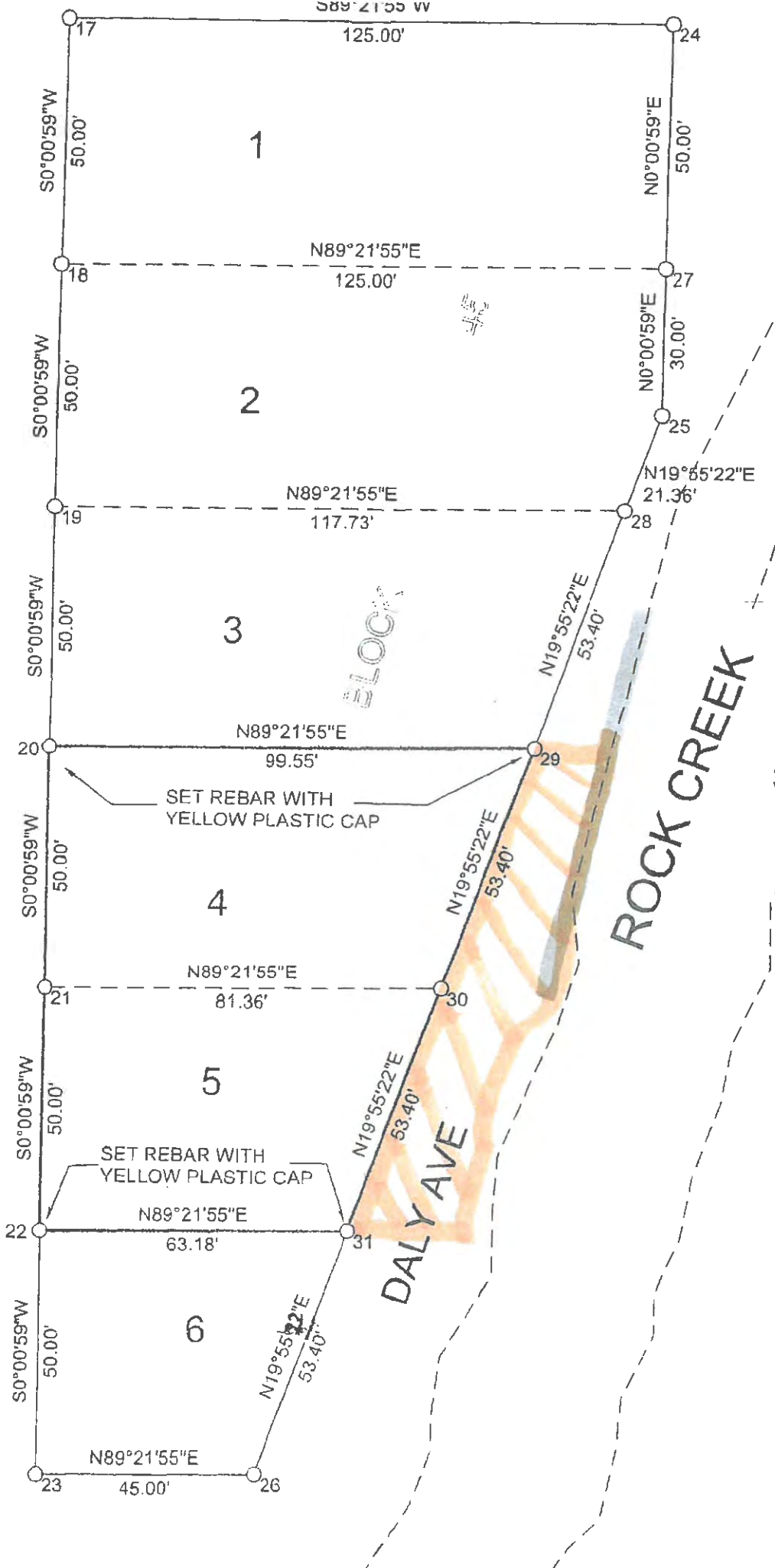
List the Owners of Property abutting the street or alley to be discontinued and the signatures of those who consent to have the street or alley discontinued (at least 50% of the owners must sign the petition before the City will process the application):

Nicholas Campbell
Owner

Nicholas Campbell
Signature

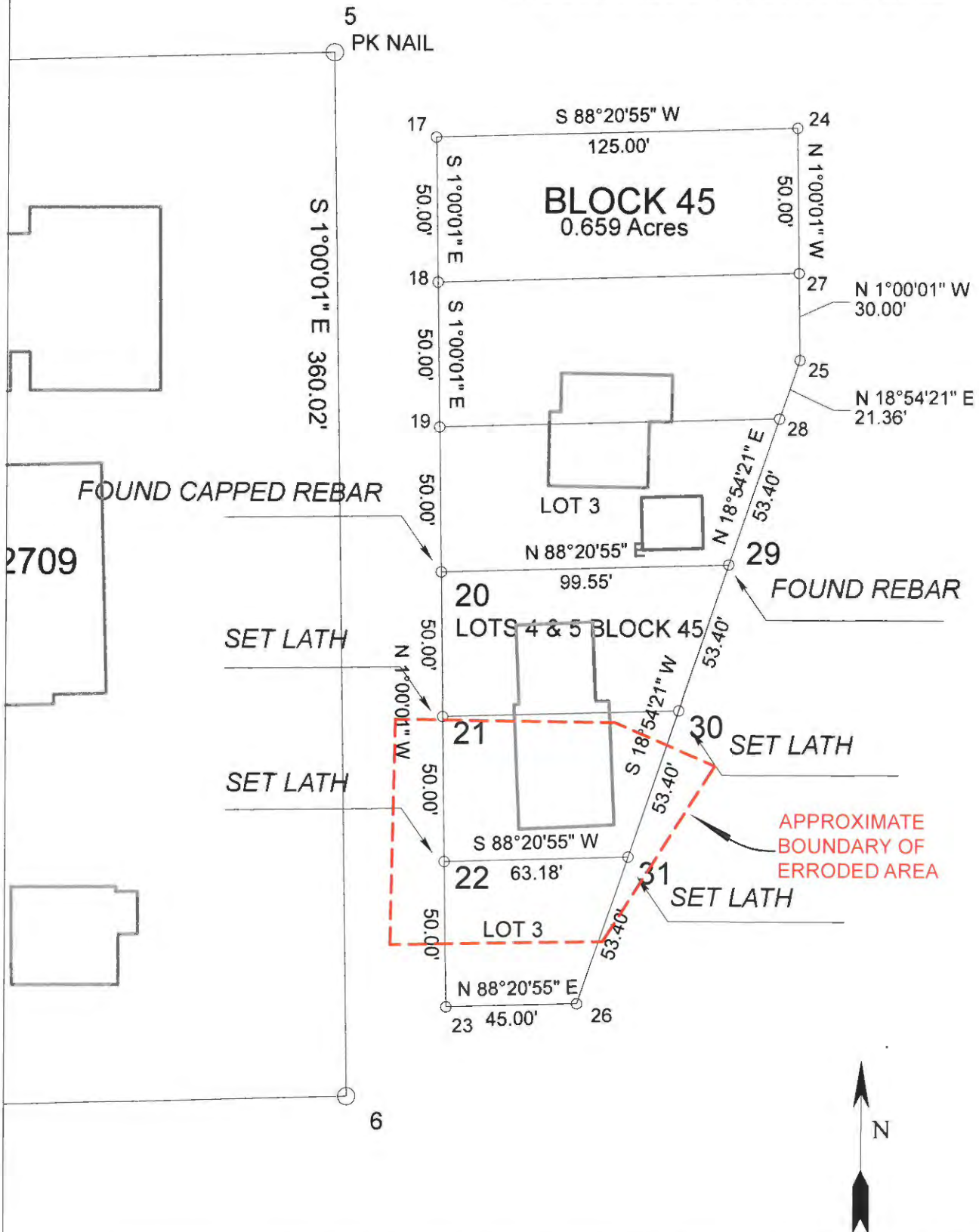
Renee Campbell
Owner

Renee Campbell
Signature



SURVEYOR'S WORKSHEET
 LOTS 4 AND 5, BLOCK 45 OF RED LODGE
 ORIGINAL TOWNSITE LYING IN SECTION 27, T.7S., R.20E., P.M.M.,
 CARBON COUNTY, MONTANA

SURVEYED BY: RED LODGE SURVEYING LLC
 DURING 7-25-22
 REQUESTED BY: NICK CAMPBELL



MASTER SERVICE AGREEMENT

This Master Service Agreement (“AGREEMENT”) effective April 30, 2024 is entered into by Western Water Consultants, Inc., dba WWC Engineering (“ENGINEER”), 1849 Terra Avenue, Sheridan, WY 82801 and City of Red Lodge (“CLIENT”).

WHEREAS, ENGINEER, in the normal course of business regularly and customarily enters into contracts with clients to provide independent consulting services and/or equipment, and

WHEREAS, from time-to-time, CLIENT may desire ENGINEER’s services and/or equipment pursuant to the terms and conditions set out below,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, terms, conditions, and covenants herein contained, the sufficiency of which is hereby acknowledged, and the specifications and special provisions set forth in any exhibits attached hereto and made a part hereof, ENGINEER and CLIENT hereto mutually agree as follows:

Article 1 SCOPE AND TERM OF AGREEMENT

1.1 This AGREEMENT shall control and govern all activities of ENGINEER in connection with the performance of services for CLIENT (“WORK”), under written work orders (“WORK ORDER”). A WORK ORDER shall consist of a written description of the WORK to be performed and the consideration to be paid for same, the job location, equipment, services, supplies, and personnel to be provided by ENGINEER, and the items to be furnished by CLIENT. The WORK ORDER may be either in email format or in a form similar to the WORK ORDER template provided herein or any other written form that is agreed to by the parties. Upon acceptance of any WORK ORDER by ENGINEER, and without the necessity of any reference therein, this AGREEMENT shall become an integral part of such WORK ORDER. The entire contract between the parties shall consist of the terms and conditions set forth in this AGREEMENT and any currently effective WORK ORDER(s) and shall be read and construed as one AGREEMENT. Terms and Conditions in any such WORK ORDER not in conformity with the terms and provisions of this AGREEMENT shall be null and void. No waiver by either party to this AGREEMENT of any of the terms, covenants, or conditions hereof shall be effective unless said waiver shall be in writing and signed by authorized persons of both parties. This AGREEMENT supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both CLIENT and ENGINEER.

This AGREEMENT shall remain in effect until canceled by either party in accordance with Article 9.

Article 2 ENGINEER’S SERVICES

2.1 ENGINEER is an independent ENGINEER responsible for methods and means used in performing WORK under WORK ORDERS pursuant to this AGREEMENT. The WORK under this contract by ENGINEER shall be performed in a manner, sequence and timing to be coordinated with CLIENT. ENGINEER may subcontract work without written consent by CLIENT; however, if CLIENT reasonably objects to the use of any particular subcontractor, CLIENT and ENGINEER will reach a mutually acceptable agreement as to the subcontractor(s) to be used.

2.2 Scope of Services: The parties shall execute project and/or phase-specific WORK ORDER(s) from time to time as new projects are offered to and accepted by ENGINEER. Each WORK ORDER shall define the agreed upon services to be performed by ENGINEER, the anticipated duration of such services, and the compensation due ENGINEER for such services. ENGINEER shall be compensated on a mutually agreed upon fixed fee or ENGINEER’s current Schedule of Charges in effect at the time the WORK is performed. It is agreed that the Schedule of Charges may be updated annually by ENGINEER.

**Article 3
RESPONSIBILITIES OF CLIENT**

CLIENT shall perform the following and pay all costs incident thereto:

3.1 Designate a representative for each WORK ORDER to act as primary contact to ENGINEER for WORK to be performed by ENGINEER under each WORK ORDER. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of CLIENT with respect to services covered by the WORK ORDER to which assigned.

3.2 Provide all criteria and full information as to requirements of ENGINEER for each WORK ORDER. Provide all data which may be useful to ENGINEER to ensure proper performance of the WORK, including property, boundary, right-of-way, utility surveys, and ownership; CLIENT reports; and data and results obtained by CLIENT from other consultants prior to or during the term of each WORK ORDER, all upon which ENGINEER may rely. CLIENT warrants that CLIENT has ownership or sufficient license to all data provided to ENGINEER and agrees to defend, indemnify, and hold harmless ENGINEER against all claims of any kind as a result of ENGINEER's use of information in any form hereby provided.

3.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required by ENGINEER to perform services under this AGREEMENT.

3.4 Provide such legal counseling services as may be required for the WORK.

**Article 4
PAYMENTS TO ENGINEER**

4.1 ENGINEER shall submit requests for payment on a monthly basis in a form agreed to by ENGINEER and CLIENT. CLIENT shall pay ENGINEER in U.S. dollars for each invoice within thirty (30) days of the date of each invoice. Any amount not paid within thirty (30) days from the date of the invoice may be assessed an interest charge at a rate of one percent (1%) per month. If the amount is not paid within ninety (90) days, CLIENT agrees to pay reasonable costs of collection, including attorney's fees and costs in addition to the unpaid invoice amounts and interest charges. ENGINEER and CLIENT agree that ENGINEER may stop the WORK if any payment is not received within thirty (30) days of the invoice date. Payments are to be remitted to:

Western Water Consultants, Inc.
1849 Terra Avenue
Sheridan, WY 82801

4.2 Payment by CLIENT of any invoice shall not constitute a waiver of CLIENT's right to subsequently contest the amount or correctness of said invoice and to seek reimbursement.

4.3 With respect to any WORK ORDER, ENGINEER may require an advance payment which will be applied to the final invoice for that WORK ORDER. Any remaining balance at the conclusion of the WORK ORDER will be refunded to CLIENT within fourteen (14) days of receipt of payment for the final invoice submitted under that WORK ORDER.

**Article 5
RESPONSIBILITIES OF ENGINEER**

5.1 ENGINEER will complete each WORK ORDER in a timely manner, but it is agreed that ENGINEER cannot be responsible for delays occasioned by factors beyond the control of ENGINEER, nor by factors that could not reasonably have been foreseen at the time the applicable WORK ORDER was accepted by ENGINEER.

5.2 During the performance of services within this AGREEMENT, the scope of the services provided by ENGINEER and compensation thereon with respect to any WORK ORDER may be adjusted by change orders, which will be in written form, mutually agreed upon, and signed by duly authorized representatives of both parties. Any such change order will become a part of the WORK ORDER to which it pertains.

5.3 ENGINEER shall not disclose or permit the disclosure of any confidential information except to its employees and others who need such confidential information in order to properly perform the WORK, or to comply with an order issued by a court, government administrative agency, or other authority with proper jurisdiction.

5.4 No information relative to the WORK shall be released by ENGINEER for publication, advertising, or any other purpose without prior written approval of CLIENT.

5.5 ENGINEER shall perform the WORK with the due care and skill ordinarily exercised by members of ENGINEER's profession practicing under similar conditions at the same time and in the same or a similar locality. ~~NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY PERFORMANCE OF PROFESSIONAL SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.~~

5.6 ENGINEER shall maintain valid licenses appropriate for the WORK.

5.7 ENGINEER shall furnish all notices and comply with all applicable laws, regulations, and orders (including all safety codes, statutes, regulations, precautions, and procedures) relating to performance of the WORK.

5.8 ENGINEER shall timely discharge all claims of its subcontractors and vendors and allow no lien or charge to become fixed upon any property of CLIENT, excepting lien or charge brought by ENGINEER against property of CLIENT for failure to timely pay ENGINEER for services under any WORK ORDER. ENGINEER shall defend, indemnify, and hold harmless CLIENT against all such claims or liens filed by ENGINEER's subcontractors or vendors. In the event of claim or lien brought by ENGINEER's subcontractor(s) or vendor(s), CLIENT shall have the right to withhold payment in an amount sufficient to discharge such claim or lien and all expenses of any kind incident thereto.

5.9 ENGINEER shall immediately notify CLIENT of any incident resulting in injury to any person or property in excess of two thousand U.S. dollars (\$2,000.00), or any spill, release, or other incidence of pollution arising out of the WORK, and shall furnish CLIENT with a copy of all non-confidential reports made by ENGINEER to its insurers.

Article 6 INDEMNIFICATION

6.1 ENGINEER shall indemnify and hold harmless CLIENT and its directors, officers, and employees, against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts, errors, or omissions of ENGINEER and/or ENGINEER's employees. ~~ENGINEER shall have no duty to defend in the absence of adjudicated negligence of ENGINEER.~~

6.2 CLIENT shall indemnify and hold harmless ENGINEER and its directors, officers, and employees against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts,

errors, or omissions of CLIENT, its directors, officers, employees, commissions, appointees, and invitees.

6.3 In the event of litigation as a result of a breach of the terms of this AGREEMENT, all losses of whatever kind including costs of discovery and defense will be borne by the breaching party.

6.4 The provisions of paragraphs 6.1, 6.2, and 6.3 notwithstanding, CLIENT and ENGINEER agree that neither party shall be liable to the other for punitive, special, indirect, exemplary, consequential, or incidental reliance damages resulting from or arising out of this AGREEMENT including, without limitation, loss of profit, loss of production, loss of use, or business interruptions, regardless of the foreseeability of such losses or costs, however the same may be caused, and shall be applicable in any action, whether based in contract, tort, statute, or otherwise, and, to the extent permitted by law, any statutory remedies which are inconsistent with this provision are waived by both parties.

Article 7 INSURANCE

7.1 Throughout the term of this AGREEMENT, ENGINEER shall maintain insurance in at least the following minimum amounts:

Commercial General Liability (including Contractual Liability, Completed Products Coverage, and Personal and Advertising Injury, without exclusion) - \$1,000,000 each occurrence and \$2,000,000 in the aggregate
Commercial Automobile Liability - \$1,000,000 Combined Single Limit
Excess or Umbrella Liability which "follows form" - \$2,000,000
Worker's Compensation and Employers' Liability Coverage - Statutory Limit
Errors and Omissions (Professional Liability) - \$1,000,000 each occurrence and in the aggregate
Pollution Liability - \$1,000,000 each occurrence
Drone Liability - \$1,000,000 each occurrence

7.2 All policies procured in conformance with this AGREEMENT will be placed with insurance companies with an AM Best Rating of A- VII and approved to offer these policies by the Insurance Commissioner of the state in which the WORK is performed.

7.3 CLIENT will be named as additional insured, with waiver of subrogation, on all policies except Workers' Compensation and Errors and Omissions policies.

7.4 ENGINEER shall provide CLIENT twenty (20) days' written notice of the termination, non-renewal, or any substantial change in coverage which reduces the dollar limits or any coverage required under this AGREEMENT.

7.5 Failure of ENGINEER to maintain insurance required by this AGREEMENT is in no way construed to limit ENGINEER's liability with respect to any term or condition of this AGREEMENT.

Article 8 ENGINEER'S ACCOUNTING RECORDS AND AUDIT

8.1 Records of ENGINEER's direct personnel time and expenses, contracted services from others, and reimbursable expenses pertaining to each WORK ORDER shall be kept on a generally recognized accounting basis and shall be available to CLIENT or CLIENT's auditor at mutually convenient times from Monday through Friday between the hours of 9:00 A.M. and 3:00 P.M., local time, excluding national holidays.

**Article 9
TERMINATION OF AGREEMENT**

9.1 This AGREEMENT may be terminated by either party by seven (7) days' written notice. ENGINEER shall be paid for all services performed and costs incurred through the date of receipt of the termination notice, including expenses resulting from such termination.

**Article 10
OWNERSHIP OF DOCUMENTS AND PROGRAMS**

10.1 All documents and programs developed by ENGINEER under this AGREEMENT, including all data, notes, reports, drawings, and results of models, published or otherwise, shall remain the property of the ENGINEER. CLIENT may retain copies of such documents as desired. CLIENT shall not use documents or designs for governmental approval or any other work without the approval of ENGINEER. ENGINEER hereby grants CLIENT a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any copyrightable property created under this contract and all work product thereof.

10.2 ENGINEER shall not be liable for any loss or damage of documents caused by strike, fire, explosion, theft, flood, riot, civil commotion, war, malicious mischief, Act of God, or by any cause beyond reasonable control of ENGINEER. ENGINEER shall take reasonable precautions to prevent such loss or damage.

**Article 11
SUCCESSORS AND ASSIGNS**

11.1 CLIENT and ENGINEER each bind itself, its partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all terms, covenants, and conditions of this AGREEMENT. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

**Article 12
DEFECTIVE PRODUCTS OR SERVICES**

12.1 If any of ENGINEER's WORK is found not to meet the normal standard of care during the twelve (12) month period following the date of CLIENT's acceptance and/or issuance of a Certificate of Completion, CLIENT shall notify ENGINEER in writing. ENGINEER shall promptly repair, replace, or otherwise correct such WORK as may be necessary, within the original Scope of Work, to remedy such failure to meet the normal standard of care at the sole cost of ENGINEER. If ENGINEER does not promptly commence such repair, replacement, or correction after delivery of notice, CLIENT may contract the completion of same at sole cost of ENGINEER.

**Article 13
SEVERABILITY, WAIVER, AND REMEDIES**

13.1 If any term or provision of this AGREEMENT is invalidated by a court or agency of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable and the remaining terms and conditions shall remain in full force and effect.

13.2 Failure of CLIENT or ENGINEER or their agents or insurers to exercise any right or remedy as respects any term or provision of this AGREEMENT shall not constitute a waiver of such right or remedy or excuse the timely performance of the obligations of the other party.

13.3 The assurances, covenants, and remedies provided for in this AGREEMENT are not the exclusive rights and remedies of the parties but will be in addition to any other rights and remedies available to them under this AGREEMENT, at law, in equity or otherwise.

**Article 14
APPLICABLE LAW**

14.1 This AGREEMENT shall be interpreted in accordance with the law and practice of the State of ~~Wyoming~~Montana. CLIENT and ENGINEER agree to submit to the jurisdiction of the State of ~~Wyoming~~Montana with respect to any claim or dispute related hereto.

**Article 15
FORCE MAJEURE**

15.1 Neither party shall be liable for failure to perform under this AGREEMENT if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

DRAFT

**Article 16
NOTICES**

Any formal Notice required to be delivered in writing under the terms of this AGREEMENT shall be delivered to the representative of the other party as follows:

CLIENT:
City of Red Lodge

ENGINEER:
WWC Engineering

Address: PO Box 9
Red Lodge, MT 59068

Address: 550 S. 24th St. W. Suite 201
Billings, MT 59102

Contact: Dave Westwood

Contact: Greg Reid

Telephone: 406-446-1606 Ext. 7

Telephone: 406-894-2210

Fax: N/A

Fax: N/A

Email: mayor@cityofredlodge.com

Email: greid@wwcengineering.com

All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service.

IN WITNESS HERETO, the parties hereto have executed this AGREEMENT the day and year first written above.

For: City of Red Lodge

For: Western Water Consultants, Inc.

(Signature)

(Signature)

Dave Westwood
(Printed Name)

Greg Reid
(Printed Name)

Mayor
(Title)

Billings Branch Manager
(Title)

(Date)

(Date)