
CITY OF DEER LODGE

COUNCIL AGENDA

April 18, 2022, | 6:00 PM | PC Community Center

1. Call Meeting to Order | Pledge of Allegiance

2. Public Comment: Members of the audience may comment on any non-agenda item. State Statute prohibits the City Council from discussing any introduced item. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.

3. Approval of Minutes

Regular Meeting: April 4, 2022

4. Public Hearing:

a. None

5. Department Reports:

a. CAO | b. Public Works | c. Police | d. Code Enforcement | e. Fire

6. Mayor and Council Concerns: (ONLY Concerns that are not on Business Items). This is a time when Council Members or Mayor can bring a concern before the Council that is not otherwise listed on the Agenda. NO action can be taken at this time. If action is necessary, the item is put on the next meeting agenda.

7. Continued Business Items: The Council will act on each item after accepting public comments.

a. Rural Fire District Contract – Jordan

8. New Business Items: The Council will act on each item after accepting public comments.

- a. Historic Preservation Commission Appointment – Mayor Jess
- b. Golf Course Road Repair – Trent
- c. ARPA One-Time Revenue Replacement Allowance – Jordan
- d. Gary Bender BBQ Truck Variance Request – Jordan
- e. American Legal Update: Title 11 – Jordan
- f. Butte Chamber of Commerce Report – Council President Bauman

9. Next Meeting Announcement(s)

a. Regular Meeting – May 2, 2022, at 6PM

10. Adjournment

Deer Lodge City Council meets in the PC Community Center | 416 Cottonwood Ave | Deer Lodge, MT 59722

For Further Information, Contact | Cyndi Thompson | City Clerk | cthompson@cityofdeerlodgemt.gov | 406.846.2238

CITY COUNCIL

MINUTES

The City Council met on April 4, 2022, at 6 PM | PC Community Center

Members Present:	Dick Bauman, Robert Kersch, John Skibsrud, John Henderson, John Molendyke, Jackie Greenwood, Joe Callahan & Curt Fjelstad
Members Absent:	None
Mayor:	James Jess
CAO:	Jordan Green
Staff:	Police Chief Smith, Fire Chief Pierson, Suzan Callahan, Trent Freeman, Stan Glovan & Peter Elverum
Consultants	Kurt Thompson, Stahly Engineer
Guests:	See sign in sheet

1. Call Meeting to Order | Pledge of Allegiance

Mayor Jess called the meeting to order at 6 PM. All present recited the Pledge of Allegiance.

2. Public Comment. Members of the audience may comment on any non-agenda items. State Statute limits the City Council from discussing any introduced items. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.

- a. Member of the public asked about a city wide clean up day. Code Enforcement Callahan stated, there will be a cleanup day this spring/summer.

3. Public Hearing.

- a. None

4. Public Information Session

- a. PASER Street Maintenance Informational Seminar – Kurt Thompson, Senior Engineer, Stahly Engineering

In 2017 Stahly Engineering evaluated the street in Deer Lodge using the Pavement Surface Evaluation and Rating (PASER).

In January 2018 Stahly Engineering was asked to assist the City of Deer Lodge in evaluating their Street Maintenance (sprinkling district) funds to set up a comprehensive maintenance plan. It was determined that the district had a balance, but the annual assessment was not sufficient for an annual maintenance program. Prior to 2018, the City of Deer Lodge had maintenance projects (chip seal mostly), but the annual funds were only covering equipment and labor for spot patching. It was determined that in order

to maintain Deer Lodge Street, an annual assessment of approximately \$650,000 was needed to get through the majority of streets in 10 years. Maintaining streets every 10 years is needed to keep the integrity of the base and asphalt from degrading beyond repair.

In 2021 an update to the PASER was completed for all streets in Deer Lodge. Some degradation of streets that have not been maintained was recorded. An improvement score was also noted for those streets that have received some sort of maintenance over the last 4 years. As part of the PASER, the 10-year program was updated. This validated the ability to get through all the streets in the City within the 10 years. The results of the PASER update conducted in 2021 shows (map provided), in our opinion, that the investment in Deer Lodge's streets is making a positive effect.

5. Approval of Minutes.

a. Regular Meeting: March 21, 2022

Council President Bauman motioned to approve the minutes as presented. Member Kersch seconded the motion. 8 Ayes, 0 Nos. Motion passed.

6. Committee Reports, February 2022 – Accepted as presented.

a. Council Ops – Rob Kersch (Chairperson)

March 14th – Reviewed scam e-mails for certain council person that was conned into buying gift cards via a phishing attempt. Determined not repayable by City. Administering warning and recommending e-mail security training for all staff/council. Reviewed cyber security document with recommendations to use as guideline for creation of a city policy on cyber security. Update on codification progress shows that the codification company is working on this, should have draft soon. This will enable access to City Code online. Reviewed council meeting guidelines/conduct.

b. Economic Growth & Development – John Henderson (Chairperson)

March 2nd - No public in Attendance. Dick Bauman moved to accept the Minutes John Henderson Second, 2Yea, 0 nae and 1 Abstain. New Business, Committee goals Dick Bauman reviewed his committee goals from the previous meeting including the survey of the people of Deer Lodge and added, looking into new zoning that better suited the trend of smaller yards for the younger generation. The Committee was shown preliminary designs for the billboard south of town. John Henderson suggested that the committee look into ways of making Deer Lodge a stop for hikers of the CDT trail. Dick Bauman and City Clerk Cyndi Thompson suggested creating a bicycle access station on the trail. Mission statement, Dick Bauman revisited his idea of having a mission statement for Economic Growth & Development Committee and added the idea of having it put in the new growth policy. Next meeting is scheduled for April 6th at 4:00 PM.

c. Finance – Dick Bauman (Chairperson)

March 7th - Minutes approved as presented. Reviewed and signed February claims. Art Club request for \$1,000. We agreed to release \$500 now from ARPA funds and \$500 later. Phishing scam involving a council member. No city funds to be reimbursed. Steet Maintenance funds. Method used to raise money for this account. We agreed to research this, how much is raised, how much is spent, method used, when it went into effect and the advantage/disadvantages of this process. This will be on April's agenda.

d. Parks & Recreation – John Molendyke (Chairperson)

March 8th – We met at 4:00PM. John Molendyke was appointed Committee Chairman. Joe Callahan was assigned to the committee. We revied and approved Bylaws and discussed prior project updates and committee goals. We received the program directors report.

- e. Public Health & Safety – John Skibsrud (Chairperson)
March 10th – Department reports given. Discussion of MOU between Powell Co Sherriff's office and the City of Deer Lodge.
- f. Public Works – Jackie Greenwood (Chairperson)
March 29th – Approved with recommendations to Finance and City Council to approve O'Keefe Drilling bid. Deer Park Golf Course Road blade laying millings approved with recommendations to City Council. Received Public Works Department update.

7. Board Reports -February 2022

- a. Airport Board – John Skibsrud
 Met on March 21st did not have a quorum. Next agenda item Industrial Park out at the airport. Discussed employee situation.
- b. Powell County Parks Board – Dick Bauman – Jordan Green
 Discussed the Trail Head out at Washington Street for trail improvements. Discussed existing trails and how best to utilize those for activities and/or events.
- c. Chamber of Commerce – John Henderson
 Was not able to attend.
- d. Headwaters RC&D – Joe Callahan – Jordan Green
 No meeting, RC&D will notify Joe and Jordan when the next meeting will be.
- e. Historic Preservation – Curt Fjelstad
 Met March 29th to discuss how to spend their money.
- f. Landfill – Rob Kersch
 Landfill Contractor gave his report. He is working on licensing for to make our landfill a Level 2 Landfill so we can take in some materials we haven't been able to take in. Always discussing equipment for the landfill. Working on Landfill Bylaws.
- g. LEPC – Dick Bauman
 Met on March 23rd . LEPC stand for Local Emergency Planning Committee for the greater Powell County. Discussed the Plan and it will be ongoing work till finalized.
- h. Library – John Molendyke
 Met on Marc 17th. Discussed the Library Foundation, went over the budget 1st draft, discussed the conversion of the florescent light fixtures to LED's.
- i. Planning Board – Dick Bauman
 March 21st - Received reports from Economic Growth & Dev, Historic Preservation and Chamber of Commerce. Approved Growth Policy Request for Proposal. Discussed committee goals and mission statement. Gave pictures of 3 old buildings from Lewiston that have been converted into 40 condominiums.
- j. Youth Board – Jackie Greenwood
 Discussed being kept in the loop as to what is happening with the youth center, meeting, remodeling. Discussed the fire escape and making that fully functional. Next meeting is April 19th

8. Continued Business (old/continued Business or Items Tabled)

- a. None

9. Business Items - The Council will act on each item after accepting public comments.

- a. Treasurer's Report | March Claims – Stan Glovan. Receive the informational report. Accept the recommendation from the Finance Committee and approve the claims.

Council President Bauman motioned to approve the claims as amended. Member Kersch seconded the motion. 8 Ayes, 0 Nos. Motion passed.

- b. Rural Fire District Contract Approval – Jordan
This is being referred over to Public Health & Safety for oversight. Member Kersch motioned we table this item till it is reviewed with Public Health & Safety. Member Greenwood seconded the motion. 8 Ayes, 0 Nos. Motion passed.

- c. Approve of Award of Well Project Contract to O'Keefe Drilling – Trent

O'Keefe Drilling were the only bidders on the project. It was recommended by Public Works to Finance. Finance approved it and to forward to Council for final approval for \$207,300.00, 1st phase is drilling the casing and test well behind the MDT Facility.

Member Kersch motioned to approve O'Keefe Drilling Well project bid. Member Fjelstad seconded the motion. 8 Ayes, 0 Nos. Motion Passed.

- d. Resolution 2022-R-13: Authorize Surplus and Sale of Jaycee Cabin – Jordan

Member Kersch titled Resolution 2022-R-13

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEER LODGE DECLARING THE CABIN LOCATED AT 509 HIGGINS AVENUE IN DEER LODGE AS SURPLUS PROPERTY AND AUTHORIZING ITS REMOVAL FROM CITY OWNERSHIP.

The City Council of the City of Deer Lodge to approve the following:

1. The Jaycee Cabin located at 509 Higgins Avenue is declared surplus property.
2. The Chief Administrative Officer is authorized to release the structure at public bid for the highest and best financial offer from all interested and responsible parties.
3. The party awarded the bid offer shall be responsible for removing the structure in its entirety from the property by June 1, 2022, and if not, shall void all rights to the structure and be refunded. The structure would at that point be removed by the City.
4. The removal of the concrete foundation shall be considered in-kind as part of the financial offer if the bidding party indicates it has the ability to remove the foundation. The concrete foundation removal shall be considered as \$900.00 towards the total offer for the structure and will be considered as an addition to any cash offer. The foundation then must be removed by the awarded party by June 1, 2022, and if not, the party will void all rights to the structure.
5. The City Council approves the final purchase terms.

Council President Bauman motioned to approve Resolution 2022-R-13 as amended with the suggestions from the City Attorney and the tear down be at the purchaser's own risk and the City is not liable. Member Kersch seconded the motion. 8 Ayes, 0 Nos. Motion Passed.

e. Cybersecurity Announcement – Mayor Jess

Recognizing and Avoiding Email Scams document with a signature page for all city council and city staff to sign and acknowledge receiving this document. Council President Bauman asked City Council to recognize receiving this document by signing the signature page.

MMIA online cyber security training will be provided to all City Council and City Staff to attend the security training.

10. Schedule of Committee Meetings – Tentative until confirmed by Committee Chairs.

- Economic Growth & Dev – April 6th at 4 PM
- Finance – April 4th at 3PM
- Parks and Recreation – April 12th at 4 PM
- Public Health & Safety – April 14th at 5 PM
- City Council Operations – April 11th at 5 PM
- Council #2 – April 18th at 6 PM
- Planning Board – April 18th at 10AM (if needed)
- Public Works – April 26th at 5 PM

11. Mayor & Council Concerns: (ONLY Concerns that are not on Business Items). This is a time when Council Members or Mayor can bring a concern before the Council that is not otherwise listed on the Agenda. NO action can be taken at this time. If action is necessary, the item is put on the next meeting agenda.

12. Next Meeting Announcements

- a. Regular Meeting: Monday, April 18, 2022, at 6PM

13. Adjournment

Mayor Jess adjourned the meeting at 7:10PM.

Prepared By: Cyndi Thompson, City Clerk

James Jess, Mayor

Date

CITY OF DEER LODGE

CAO REPORT

April 2022

PROJECT SUMMARIES

Municipal Budget

- Rural Fire District contract has been renegotiated. Contract has been accepted by Finance Committee, Rural Fire District, and am awaiting Public Health and Safety Committee approval before final Council approval.
- Have held all department head meetings for FY2023 budget. Waiting for revenue estimates before bringing to Finance Committee.

City Planning

- Have received final quote from Nitro Green for street tree pruning and replacement. Have received confirmation from MMIA of approval for claim and have received confirmation of Right-of-Way Encroachment Permit approval from MDT for partial lane closures on Main Street. Work to be done May 16-20.
- County Parks Board Trails Subcommittee is refocusing on using City/County Parks and Trails for events. Anyone who is interested in joining the Park/Trail subcommittee should contact the Powell County Planning Department. Have prioritized events with the subcommittee to start working on.
- Have sent out in-kind and material donations list for the skatepark. Getting donations will help improve the size and quality of the skatepark. Latest update from Evergreen Skateparks is June 6-July 17 for construction. Evergreen began working on design drawings this week and will disburse when ready.
- Planning Board has begun looking at Zoning Ordinance changes to incentivize housing development in town.
- One Conditional Use Permit request will be examined by Planning Board next month for a Major Home Occupation.

Grants

- Performing limited solicitation for Growth Policy update using Request for Proposals approved by Planning Board. Will begin steering committee formation soon.
- FEMA Pre-Disaster Mitigation Grant: we have closed on 233 5th St and are awaiting demolition. No change to grant period of performance. Asbestos removed and building is ready for demolition.
- Received preliminary sign designs for wayfinding kiosks from Stahly Engineering and have held meeting with Fastsigns representative for final designs and quotes. Will send to Economic Growth and Development Committee for their approval once received.
- DEQ has received a brownfields planning grant for the Milwaukee Roundhouse and Passenger refueling area and will begin working with the county and myself on administration of those funds.

- Creating ARPA local grant committee which will examine applications for small businesses and nonprofits for ARPA funds before recommending to Finance Committee and City Council.
- Received Advisory Committee rankings for I&I and Well ARPA Competitive Grant applications. Our I&I project ranked #3 for priority funding in the state. Well project was ranked lower due to scoring mechanism. Expecting final approval by Governor soon.
- Trent and I are working on finding grant funding for signage improvements throughout town now that city-wide signage is digitalized in our system. Spoke with MDT Vision Zero coordinator and Stahly for potential grant opportunities.
- Applied for an AARP grant on behalf of the Deer Lodge Community Garden for a shed to allow the Garden to expand. Expecting feedback on grant in May.

City Hall & Employees

- iWorQ code enforcement and building permitting software up and running and is being used by City Staff. All historic building permit data is now in system.
- City facility cameras installed January 31st. All cameras have been inspected and are working properly.
- Judi Whitney retired as Treasurer March 25th and Stanley Glovan has been doing great as City Treasurer since then. I have been helping him primarily on how to report ARPA funding per U.S Treasury guidance.
- Had Youth Room electrical inspection completed and am waiting on a quote from DeSilva. I have spoken to him again and he plans on providing quote for work once he recovers from an injury.
- Planning on switching to a Voice over IP (VOIP) phone system for City Hall and facilities. This will be a better program with fewer dropped calls, better technology, and will probably cost less per month than what we spend now. Revising quote with sales representative in the next week.
- Posted the position for a new Police Officer to fill the spot vacated by Kenny Hamilton.

Floodplain Administration

- Received first draft of new floodplain boundaries from DNRC. So far, very minor changes to floodplain boundaries in Deer Lodge. City should expect final updated maps in 2025.

Economic Development

- Applied for a Rural Reimagined grant with County Planning Director and Extension to aid in local business and tourism education. Received notice we were awarded grant funding and will be working with the two of them on how to administer funding for this project.
- Economic Growth and Development Committee looking at how to work more closely with local organizations.
- I have met with Discover Deer Lodge and Discover Anaconda to determine how we can best mirror Discover Anaconda's economic and housing development practices. I have

made some great contacts with them which will provide us a lot of guidance in the future.

- Coordinating with county on several potential industrial park projects in and around the city.
- Member of the Ted Rule Memorial Football Field Committee, which is working to achieve funding through donations and grants for a complete renovation of the School District Track and Field Complex. I am helping write a CDBG Planning Grant on behalf of the organization for engineering and design costs.

INTEREST ITEMS FOR CITY COUNCIL

- I will be on vacation April 19 – April 27.
- City news will now be incorporated into advertisements on 96.9FM, The River. Updates weekly. Let me know if you have any City news that I can relay to Marci at the station to be included in the broadcast.

CITY OF DEER LODGE

Public Works Report

March 2022/April 2022

PROJECT SUMMARIES

Street Maintenance

- Street Sweeping
- Patching Potholes with Cold Patch until the weather gets nicer, then we will begin our yearly pothole patching with the durapatcher

Sewer Utility

- Annual Maintenance of Sewer Mains continues

Parks and Rec

- Getting equipment ready for this Spring/Summer
- Parks Cleanup

Water

- Nothing to Report

Solid Waste

- Nothing to Report

Mosquito Abatement

- Continued Construction on new shed

INTEREST ITEMS FOR CITY COUNCIL

- Drying Beds Project bidding May 5th
- 2022 Street Maintenance Project bidding April 26th
- Cottonwood Street Drainage Project bidding April 26th
- PRA Soil Remediation Project continuing
- Will be interviewing four potential candidates for the WWTP Operator position at the end of April
- Plant Tour for East Helena operators and RPA Engineering Firm
- Met with Inferno Wireless to start getting the City facilities onto their wireless system

COVID-19 RESPONSE

Currently the Public Works Crew is moving forward on anticipated projects while working safely, practicing enhanced hygiene, and using personal protective equipment as directed.



CITY OF DEER LODGE

Police Department

300 Main St. Deer Lodge, MT. 59722

Chief George Smith

March 2022 Police Department Report

Total Calls for Service:

125:

Types of Calls:

911 Calls
 Abandoned Vehicle
 Alarms
 Animal Calls
 Assault
 Citation Service
 Civil Standby
 Complaint
 Courtesy Ride
 Disturbance
 Domestic Violence
 Paraphernalia Found
 Hazmat Incident
 Information
 Minor(s) in Possession
 Noise Complaint
 Parking Complaint
 Probation Checks
 Public Assist
 Request Officer
 Shoplifting
 Suicide Attempt

Suspicious Vehicle
 Theft
 Traffic Accidents
 Traffic - Complaint
 Traffic Stops
 Trespassing
 Unattended Juvenile
 Unsecure Premises
 Unwanted Person
 Vandalism
 VIN Inspections
 Bar Through/Security Check
 Water Complaint
 Welfare Check
 With Prisoner(s)

Total Citations Issued: 36

Highlights

3 Driving while Suspended
 3 Partner Family Member Assaults
 2 Assaults
 2 Contributing to Minors
 1 DUI
 1 MIP related Charges
 1 Careless Driving
 1 Felony Endangering Welfare of a Child

- * 59 Hours Over Time
- * 2 Officers off duty for on the job injury
- * 1 Officer at MLEA
- * Officer Malcomb graduates MLEA on April 5th.

<u>Out of City Limits Response</u>			
Date & Time	Location	Call	Approx. Distance
03/17/2022	0022 Valley View LN	DUI Crash/Arrest	75-3 .25 Miles
3/20/2022	1104 I-90 MM 187	Injured Deer	75-2 .5 Miles
3/1/2022	2000 S. Main	Wreck	75-2 .5 Miles
3/28/2022	1817 259 Big Sky Ln/East Side Rd	Back up Deputy on Suspicious person	75-2 1 Mile
3/16/2022	0211 S. Main	Traffic Stop	75-2 1 Mile



CODE COMPLIANCE REPORT

March 2022

HIGHLIGHTS

- 19 Feral cats deposited at three county farms.
- 7 dog at large calls, 1 surrender, no adoptions.
- Completed first two classes for 2021 Building Code Conference.
- Cat stuck on a power pole, with the assistance of Northwestern Energy cat is down no injuries.
- Oil spill in alleyway reported to dispatch and turned over to DLPD due to drunk driver in his car that was the source of the leakage. (Missing oil cap to engine)

PROJECT SUMMARIES

- No Community workers
- 196 dog licenses done (YTD), and updated rabies record complete.

INTEREST ITEMS FOR CITY COUNCIL

Received a body cam to replace the last one I had; a few hick-ups being addressed.

STAFFING CONCERNS

I am familiarizing myself with the City Codes and Ordinances that are adopted from the MCA's so that I may better understand them and explain them to the public when a violation occurs.



FIRE DEPARTMENT REPORT

MARCH 2022

HIGHLIGHTS

4 Calls for Service:

- 1 False alarm on a camper fire. It was smoke coming out of a chimney
- 1 small grass fire on I-90 Westbound mile marker 186, less than 1000sqft in size.
- 1 check on Carbon Monoxide alarm. All was good.
- 1 small electrical short circuit in a light that was called in as a possible structure fire. No structural damage.

INTEREST ITEMS FOR CITY COUNCIL

- ISO has notified me to do the 5-year survey. Currently putting all the info needed together for that. We meet May 18.
- We have an SCBA obstacle course training happening April 9th and 10th. Doing it two separate mornings to try and be flexible to get crew through it. Also trying to schedule some future training with MSU fire education.

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DEER LODGE AND
THE DEER LODGE RURAL FIRE DISTRICT

1. PARTIES:

This Interlocal Agreement ("Agreement") is made between the City of Deer Lodge, a municipal corporation of the State of Montana, 300 Main Street, Deer Lodge, Montana 59722 (the "City"), and the Deer Lodge Rural Fire District, a fire district duly organized by the Powell County Board of County Commissioners, as authorized by Section 7-33-2101 MCA (the "Rural Fire District"), c/o the current Chairperson of the Board of Directors of the Rural Fire District _____, _____, Deer Lodge, Montana 59722. No separate legal entity is to be formed or created for the purpose of this Agreement.

2. PURPOSE:

This Agreement is for the purpose of aiding the City and the Rural Fire District mutually in controlling, suppressing, and fighting fires of any description, which may occur within or adjacent to the boundaries of the City and the Rural Fire District, as well as emergencies dispatched by 9-1-1 requiring use of firefighting equipment and personnel trained in firefighting techniques (9-1-1 emergencies). This Agreement constitutes the entire agreement and understanding between the parties to this agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.

3. MANNER OF FINANCING, ESTABLISHING, AND MAINTAINING A BUDGET:

The City and the Rural Fire District will separately enact their own individual budgets, and will individually make appropriate requests for assessment of levies and taxes within their own physical boundaries and entities. The funds paid by the Rural Fire District to the City as detailed in this Agreement shall be designated to and used by the City in its Fire Department budget.

4. TERM OF AGREEMENT:

This Agreement shall be effective from _____, 2022 to June 30, 2026. This Agreement shall be renewed upon its expiration for a subsequent 4-year term by written, mutual agreement, with notice of intent to renew to be sent to the other party no later than 120 days before its expiration. Prior to renewal, SECTION 9 of this Agreement must be followed to allow for any changes that may need to be made to this Agreement.

5. DEFAULT AND DISPUTE RESOLUTION:

In case of default, 30 days written notice shall be given to the defaulting party, who then has 30 days to remedy said default. In the event the default is not resolved, the Parties agree to mediation in an attempt to resolve the default. If mediation fails to resolve the default, the contract may be terminated. The parties also agree to mediation to try and resolve any other contractual dispute. If mediation does not resolve a contractual dispute, the aggrieved party may address the dispute through a court of competent jurisdiction.

6. ADMINISTRATION:

This Agreement shall be administered solely by the Fire Chief, and Assistant Fire Chief(s), of the City. The Fire Chief shall determine practices for using and controlling the equipment within each district subject to SECTION 7 of this Agreement.

7. DUTIES AND OBLIGATIONS OF CITY:

- (i) The City shall provide fire trucks, fire equipment, and housing for said equipment sufficient to fight fires and respond to 9-1-1 emergencies within the City and the Rural Fire District.
- (ii) In case of fire or 9-1-1 emergencies within the Rural Fire District, the City shall provide personnel adequate to operate the City's trucks and equipment to control and suppress such fire, including structure, vehicle, and grass fires in the Rural Fire District.
- (iii) In case of fire or other 9-1-1 emergencies occurring at the same time, both within the city limits of the City of Deer Lodge and in the Rural Fire District, the City shall dispatch a sufficient number of the City's fire department trucks, equipment and personnel to fight all ongoing fires and respond to other 9-1-1 emergencies in the Rural Fire District requiring the use of firefighting equipment to the extend of the equipment and personnel available.
- (iv) In case of fire or other 9-1-1 emergencies within the Rural Fire District on real or personal property of individuals or entities who are not required to pay taxes for the fire protection and have not entered into a contract for such services with the Rural Fire District, the City shall notify the Rural Fire District of the cost of fighting said fire or responding to the 9-1-1 emergency so the responsible party may be billed by the Rural Fire District. Any monies received by the Rural Fire District will be paid to the City by the Rural Fire District. The Rural Fire District will not be responsible for payment unless it receives payment from or on behalf of the third party responsible.
- (v) The City shall be responsible for all operation and maintenance of the trucks and equipment used to fight fire or respond to 9-1-1 emergencies within the Rural Fire District. The City shall continue to carry all necessary insurance coverage including liability, accident, disability, and workers' compensation insurance for the City's Fire Department, equipment, and firefighters performing their duties as described in this Agreement.

8. DUTIES AND OBLIGATIONS OF RURAL FIRE DISTRICT:

- (i) The Rural Fire District agrees to an annual contract payment to the City of Deer Lodge in consideration of the duties and obligations of the City as described in SECTION 7. The Rural Fire District shall pay the annual contract payment in two equal installments due on or before July 1st and January 1st of each fiscal year. The formula by which the annual contract payment shall be calculated is as follows:

$$\text{Rural Fire District Payment} = \frac{\text{Powell County Taxable Value}}{\text{Total Taxable Value}} \times \text{Total Dollar Amount of City Fire Department Budget}$$

Where "Powell County Taxable Value" does not include the Taxable Value of the City of Deer Lodge and "Total Taxable Value" includes both the Taxable Values of the City of Deer Lodge and Powell County. Taxable Values are calculated after abatements have been applied. Taxable Value amounts must be gathered from the Montana Department of Revenue.

The Rural Fire District Payment shall be calculated upon acceptance of this Agreement based on the most recent Taxable Values available, calculated again during biennial review as defined in SECTION 9 based on the most recent Taxable Values, and calculated upon any subsequent renewal of this Agreement as defined in SECTION 4 based on the most recent Taxable Values.

- (ii) The Rural Fire District shall be entitled to an additional five-thousand-dollar (\$5,000.00) equipment credit to be deducted from the annual contract payments as required in SECTION 8(i) of this Agreement. This equipment credit will be applied annually throughout the life of this Agreement.
- (iii) The Rural Fire District shall convey ownership of all trucks and equipment acquired throughout the life of this Agreement. The Rural Fire District shall, during the biennial review period as described in SECTION 9, update and provide the City Fire Chief and City Clerk a list of all equipment acquired, which will be attached to this Agreement hereto as EXHIBIT 1. All vehicles and equipment conveyed to the City shall become the exclusive property of the City of Deer Lodge.
- (iv) The Rural Fire District shall provide a current list of members and boundaries of the Rural Fire District to the City Fire Chief and the City Clerk by April 1st of each year this Agreement is in effect. Any person residing within the present boundaries of the Rural Fire District or any expansion of the rural Fire District, or contracting with the Rural Fire District and outside the City, shall automatically become a member of the Rural Fire District.

- (v) The Rural Fire District shall not extend the Rural Fire District beyond a limit of five miles or five full sections from the City limits.
- (vi) The Rural Fire District shall purchase general liability insurance covering the Rural Fire District which shall provide for not less than one million dollars (\$1,000,000.00) in general liability protection, and shall name the City, its Fire Department, and its personnel as additional insured when fighting fires or responding to emergencies within the Rural Fire District.

9. BIENNIAL REVIEW:

- (i) This Agreement shall be reviewed by both parties two (2) years after the start of this Agreement, and immediately before subsequent renewals of this Agreement. Biennial review shall occur before July 1 of the year that review is required, and any changes to the amount of the Rural Fire District annual contract payment shall be in full force and effect for that July 1 annual contract payment.
- (ii) During review, the Rural Fire District Payment as described in SECTION 8(i) shall be recalculated based on the most recent Taxable Values. During that time, the Rural Fire District shall also update and provide a list of all equipment acquired and transferred to the City following the requirements of SECTION 8(iii). Both the Rural Fire District Payment and the list of equipment shall be approved by both parties during a joint meeting of the City and the Rural Fire District.

10. INDEMNIFICATION:

- (i) The City agrees to indemnify, defend and hold harmless the Rural Fire District, its Board of Trustee's, agents, and employees against and from any and all actions, suits, claims, demands, liability, loss, or damage of any character whatsoever, brought or asserted for injuries to or death of any person or persons, damages to property that may arise in connection with the City's performance of its obligations under this Agreement except to the extent caused by the Rural Fire District's negligence, gross negligence, or willful misconduct.
- (ii) The Rural Fire District agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, agents, and employees against and from any and all actions, suits, claims, demands, liability, loss, or damages of any character whatsoever, brought or asserted for injuries to or death of any person or persons, damages to property that may arise in connection with the Rural Fire District's negligence, gross negligence, or willful misconduct.

11. AMENDMENTS:

This Agreement may be amended by the parties at any time by mutual agreement. All amendments shall be in writing, signed by the City and the Rural Fire District, and attached as an addendum to this the original Agreement.

12. SEVERABILITY:

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected by such an occurrence, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at their respective addresses as stated in paragraph 1 of this Agreement. Any notice shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. mail, or (b) hand delivery to the City Attorney or Chairperson of the Deer Lodge Rural Fire District with written receipt. The addresses of the parties as set forth above in this Agreement may be changes by written notice to the other party, provided, however, that no notice of a change of address shall be effective until actual receipt of the notice.

14. TIME OF THE ESSENCE:

Time is of the essence of this Agreement, and all provisions of this Agreement relating to time shall be strictly construed.

15. APPLICABLE LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.

16. ENTIRE AGREEMENT:

This Interlocal Agreement constitutes the entire agreement between the parties.

City of Deer Lodge and Rural Fire District Interlocal Agreement, 2022 to 2026

Dated this ____ day of _____, 2022.

CITY OF DEER LODGE

DEER LODGE RURAL FIRE DISTRICT

BY: _____

James Jess, Mayor

By: _____

Chairman

ATTEST: _____

Cyndi Thompson, Clerk

Secretary

Melanie Sanchez
1106 Main Street
Deer lodge, MT 59722
(406) 861-3470

March 31, 2022

Mayor James Jess
& City Council
300 Main Street
Deer Lodge, MT 59722
(406) 846-2238

RE: Deer Lodge Historic Preservation Commission

Dear Mayor Jess & City Council,

I am requesting to apply for the open seat on the Historic Preservation Commission. I am hoping that my years and experience as the Curator for the Powell County Museum and Arts Foundation, dba Old Montana Prison and Auto Museums', may be beneficial as a member of the Historic Preservation Commission.

During my years working for the Powell County Museum and Arts Foundation, I have made many connections and developed relationships with the State Historic Preservation Office, Government officials, Architectural Engineers for the State, and DCI Engineers out of Bozeman. I have attended countless classes to develop a wider knowledge base to help improve my ability to complete my job, which includes but not limited to the care, custody, and control of 15 plus historical structures.

I have a deep love for the historical preservation of Montana and our beautiful community of Deer Lodge. As I continue forward, I will maintain building my relationships with key individuals and broaden my skill set within the parameters of my career. I would like to bring these assets as tools to our local Historic Preservation Commission board.

Thank you for your time in considering my proposal for the open position and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Melanie Sanchez". The signature is written in a cursive style with a large, sweeping flourish at the end.

Melanie Sanchez
Curator
Powell County Museum and Arts Foundation

Cyndi Thompson

From: Aimee Choi <AChoi@amlegal.com>
Sent: Tuesday, April 12, 2022 1:03 PM
To: Cyndi Thompson
Cc: Ross Heupel
Subject: Deer Lodge mock invoices
Attachments: DRAFTDeerLodgeMT(FE).pdf; DRAFTDeerLodgeMT.pdf

You don't often get email from achoi@amlegal.com. [Learn why this is important](#)

Cyndi,

Ross forwarded your email to me. I have attached two mock invoices that set out the cost for including the zoning code in full. (Please note: the city was already invoiced and has paid the first 40% of the contract base price.)

The first attached invoice (**DRAFTDeerLodgeMT**) would be issued when we send the draft of the code for you to review. It is for the second 40% of the base price.

The second attached invoice (**DRAFTDeerLodgeMT(FE)**) would be issued after your review of the draft, when the final stage of editing is complete. This is for the remaining 20% of the base price, and includes the per page price to incorporate the 380-page zoning code into the code in full.

Please let me know if you have any questions.

Thanks! Have a great day!

Aimee Mercer Choi
New Code Department Director
American Legal Publishing Corporation
800.445.5588





DRAFT INVOICE

Date: / /2022

Client name: Deer Lodge, Montana				
Client ID: 00989				
Qty	Description:	Unit price	Tax	Total(s)
1	Deer Lodge, MT Final 20% of base with first edition (Base price = \$8,860)	1,772.00	0.00	1,772.00
380	Adjustment for pages over estimate (Est: 335 pgs; Act: 715) (@ \$18/pg)	18.00		6,840.00
		S/H:		Yes
		TOTAL:		8,612.00

NOTES: *Please add appropriate shipping/handling charge to total*

2

DRAFT INVOICE

Date: 4/ /2022

Client name: Deer Lodge, Montana				
Client ID: 00989				
Qty	Description:	Unit price	Tax	Total(s)
1	Deer Lodge, MT 40% of base with draft manuscript (Base price = \$8,860)	3,544.00	0.00	3,544.00
		S/H:		Yes
		TOTAL:		3,544.00

NOTES: *Please add appropriate shipping/handling charge to total*

American Legal Publishing Corporation
525 Vine St. Suite 310
Cincinnati, Ohio 45202

City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

CODIFICATION AGREEMENT

August 11, 2020

The City of Deer Lodge, a municipal corporation in the State of Montana ("Municipality") and American Legal Publishing Corporation ("Publisher"), an Ohio corporation, agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:

Apparent conflicts with referenced state and federal statutes and administrative regulations; Repealed, renumbered, or obsolete state and federal statutes and administrative regulations; Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 3-6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.

- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, four (additional copies to be also provided) printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the Municipality
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60-day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the

deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.
- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$8,860.00 for its services set out in Section I, payable as follows:
- 40% with acceptance of the agreement
 - 40% with delivery of the new code draft
 - Balance due upon delivery of the completed code books.
- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	400	\$22.00 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30-day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

	INITIAL
(1) <u>Code Format:</u>	
(a) Single-column format	-----
(2) <u>Additional Copies of Code:</u> number of copies	16 (20 total)
The Municipality may purchase additional codes at (<i>circle one:</i>) \$80 per copy with binder or \$60 per copy without a binder	
Code on CD	5
(3) <u>Five-Year Supplemental Service Plan</u> (future ordinance updates)	_____

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 20 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$21.50 per reprinted single column page and Online Code updates.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code. If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code Hosted on American Legal Publishing website \$500 per year(1st year free) _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 30, 2020 unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF DEER LODGE, MT

AMERICAN LEGAL PUBLISHING CORPORATION

By	<u><i>Diana J. Sella</i></u>	By	<u><i>Ray Bullman</i></u>
Title	<u><i>Mayor</i></u>	Title	<u><i>President</i></u>
Date	<u><i>10-27-2020</i></u>	Date	<u><i>10/29/20</i></u>