



COUNCIL AGENDA

August 1, 2022 - 6 PM

The City Council will hold the meeting at the Community Center, 416 Cottonwood Avenue to allow social distancing protocols as part of the City of Deer Lodge's Coronavirus (COVID-19) transmission mitigation efforts.

1. Call Meeting to Order | 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.

3. Public Hearing

- a. 312 Missouri Avenue Conditional Use Permit – Jordan
Action Item: Vote on approval of Conditional Use Permit

4. Approval of Minutes

- a. Regular Meeting: July 18, 2022

5. Committee Reports (report in the packet) – Approve as presented

- a. City Council Operations – Rob Kersch
- b. Finance Committee – Dick Bauman
- c. Economic Growth & Development – John Henderson
- d. ARPA Steering Committee – Dick Bauman
- e. Public Health & Safety – Vacant
- f. Public Works – Jackie Greenwood

6. Board Reports

- a. Airport Board – Vacant
- b. Powell County Parks Board – Joseph Callahan
- c. Chamber of Commerce – John Henderson
- d. Headwaters RC&D – Joe Callahan
- e. Historic Preservation – Curt Fjelstad
- f. Landfill – Rob Kersch
- g. Local Emergency Planning Committee – Dick Bauman
- h. Library – John Molendyke
- i. Planning Board – Dick Bauman
- j. Youth Board – Jackie Greenwood

7. Continued Business (Continued or Tabled)

- a. None

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

- a. Treasurer's Report | July Claims – Stanley Glovan. Receive the informational report. Accept the recommendation from the Finance Committee and approve the claims.
- b. 4-H Pasture Lease – Jordan
- c. Ward 4 Council Member Appointment – Mayor Jess
- d. Junk Vehicle Program Lease Changes – Jordan

- e. A-OK 10 Acre Lease – Jordan
- f. Skatepark Dirt Payments - Jordan
- g. PRA 4th Pay Application - Trent
- h. Drying Bed Pay Estimate #1 – Trent

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

- Economic Growth & Dev – August 3rd at 4 PM
- Finance – August 1st at 4PM
- Public Health & Safety – August 11th at 5 PM
- City Council Operations – August 8th at 5 PM
- ARPA Steering Committee – August 2nd at 4:30PM
- Planning Board – August 15th at 10AM (if needed)
- Council #2 – August 15th at 6 PM
- Public Works – August 23rd at 5 PM

10. 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.

11. Next Meeting Announcement(s)

- a. Monday, August 15, 2022, at 6 PM.

12. 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**

CONDITIONAL USE PERMIT STAFF REPORT

Jordan Green – July 18, 2022

Introduction –

Jesse and Sasha Mullen of 312 Missouri Avenue submitted a Conditional Use Permit application on June 28, 2022. The petitioners are seeking permission to live in the Silver State Post building, located at 312 Missouri Avenue, for approximately 18-24 months while they remodel the building to be suitable as an office and café. Currently, the structure is unfit for office use without new electric and updated plumbing. Living in the structure during renovation will reduce the time the business is vacant and save costs during the remodel.

The parcel is in Deer Lodge in the Original Addition, Section 33, Township 08N, Range 09W, Block 18, and the west 36.3 feet of the east 70 feet of lots 17 through 20. The parcel is located in the B-1, Central Business District of the City of Deer Lodge Zoning Ordinance. The location of the parcel is identified on the attached map.

The City of Deer Lodge Zoning Ordinance requires the issuance of a Conditional Use Permit for residential and lodging uses in the Central Business District.

Analysis of Application –

The analysis of this application followed the requirements specified in Chapter 12 of the City of Deer Lodge Zoning Ordinance. The requirements and staff comments used in this analysis follow.

Chapter 12, Section 2-1: The use conforms with the objectives of the Growth Policy and the intent of this Code

This use conforms with the Growth Policy by improving a storefront in the Central Business District to accommodate uses that are impactful to downtown vibrancy. The Zoning Code states that the intent of the district is to act as a “focal center” for “the community’s business, government, service, and cultural activities.” Allowing the applicants to live in the property temporarily will not impede the objectives of the Growth Policy or the intent of the Zoning Code, and in fact will help increase the diversification of activities in downtown Deer Lodge once completed.

Chapter 12, Section 2-2: Such use will not adversely affect nearby properties or their occupants

The proposed temporary residential use will not affect nearby properties or their occupants. A business will typically have a greater impact on parking than a residential use, and there is no expected increase in traffic due to the allowance of a temporary residential use. However, a business like the one currently operating in the building typically produces little to no noise after business hours. Therefore, staff recommends that the Planning Board require the applicants to reduce after hours noise as much as possible during renovations and use as a residence so as not to disturb the adjacent neighbors.

Chapter 12, Section 2-3: Such use meets density, coverage, yard, height and all other regulations of the district in which it is to be located, unless otherwise provided for in this Code

As the Conditional Use would not change the exterior structure of the building in and of itself, there will be no impact on the regulations of the Central Business District as provided in the Zoning Code.

However, all construction required for the renovation of the property will need to follow the other zoning requirements for the Central Business District unless the applicants receive variances from the City.

Chapter 12, Section 2-4: Public hearings have been held, after the required legal notices have been given and the public has been given a chance to be heard upon the matter


The City Administrator sent out 27 letters to adjacent property owners for to ask for comments for the Conditional Use public hearing. There have been no responses to the letters. The Silver State Post ran the required public hearing notice in their July 13th edition.

A public hearing for the Conditional Use Permit Application will be held for the Planning Board on July 18, 2022. The second public hearing for City Council will be held August 1, 2022, should the Planning Board give a favorable recommendation to City Council.

Recommendation –

Based on the above information as well as the provided preliminary plan documents, the City Administration recommends the Planning Board send a favorable recommendation of the CUP application subject to the following considerations:

- The applicants are required to abide by all testimony as presented in the public hearings before the Planning Board and City Council.
- The applicants make every effort to restrict noise after business hours to decrease the adverse effect on the adjacent residential properties.
- The applicants receive all necessary permits for commercial buildings from the State Department of Labor and Industry and follow all applicable building codes and local zoning codes.
- Additional deviations from the zoning code must receive the prior approval of the City Council.
- The applicants cease using the property as a residence immediately following the completion of renovations. Use of the property as a residence is not to exceed 24 months.
- If the applicants expect renovations to take longer than 24 months, they should alert the City Administrator in writing at least 30 days in advance to request an extension.
- The applicants abide by all conditions the Planning Board and City Council attach to the approval of the Conditional Use Permit and, if not, relinquish the right to use the property as a residence until they regain approval from the City Council.



Chief Administrator/ City Planner

07/18/22

Date

Attachment: Parcel Location



City of Deer Lodge

300 Main Street | Deer Lodge, MT | 59722 | 406.846.2238 | 406.846.3925 (f) | cityofdeerlodge.org

CONDITIONAL USE PERMIT

APPLICATION

The submission of this application acknowledges that all information is true and correct including all supporting documents and plans.

Site Plan - The plan must show parcel boundaries, existing and proposed structures, access from public road, parking areas, waterways & drainage structures, landscaping, and public infrastructure.

Please submit the completed Application and all supporting documents & scaled plans, and the appropriate fee to the Deer Lodge City Hall - 300 Main Street, Deer Lodge, MT 59722.

Applicant(s): Jesse & Sasha Muller

Address: 312 Missouri Ave

Email: jessejamesmuller@gmail.com Telephone #: 406 438 2540

Property Address: 312 Missouri Ave

Assessor Code(s): _____ Geocode(s): _____

Authorized Agent Information: same

Address: _____

Email: _____ Telephone #: _____

Property Owner / Authorized Agent Signature:  Date: 6/28/22

Legal Description of Property (Subdivision / Addition and Blocks & Lots): _____

312 Missouri


Zoning District: _____ Overlay District: _____

Use of Structure or Property? Business Office / Cafe

Describe the Request (Submit additional pages if necessary & all supporting documentation): _____

Seeking to move into building for 18-24 months to remodel building to be suitable as a cafe and office.

Building in current state is unfit for office use without new electric, updated plumbing, etc. Doing redo ourselves will reduce time business is empty/vacant, and save costs for more rapid remodel.

Owner / Agent Initial: 

Date: 6/28/22

CITY COUNCIL

MINUTES

The City Council met on July 18, 2022, at 6 PM | PC Community Center

Members Present:	John Henderson, John Molendyke, Curt Fjelstad, Jackie Greenwood.
Members Absent:	Dick Bauman, Rob Kersch, Joseph Callahan, 1 vacant
Mayor:	James Jess
CAO:	Jordan Green
Staff:	Trent Freeman, Police Chief Smith, Fire Chief Pierson, Peter Elverum, Cyndi Thompson, Stan Glovan
Consultants	None
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. 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.

- a. Member of the public asked about the watering of the trees on Main Street.
- b. New Silver State Post Writer Luke Ulatowski was introduced.

3. Approval of Minutes

- a. Regular Meeting: July 5, 2022.

Member Henderson motioned to approve minutes as presented. Member Fjelstad seconded the motion. 3 Ayes, 0 No's, 1 Abstained, 3 Absent, 1 Vacant. Motion passed.

4. Public Hearing.

- a. Murphy Alley Abandonment – Jordan
Action Item: Vote on Approval of Alley Abandonment

Lewis Smith, on behalf of Donald and Marie Murphy of 517 Van Gundy Avenue, submitted a Request for Abandonment of City Owned Property to City Hall on May 13, 2022. The Murphy's request that the city abandon and deed to them the City alley right-of-way between West

Milwaukee Avenue and Van Gundy Avenue that divides two properties they own. The purpose of said abandonment request is to be able to aggregate the two parcels into one contiguous parcel of land. According to the Murphy's petition, the alleyway has been fenced on both the north and south ends for many years and has never been used for public transportation since they have owned the property.

Staff Recommendation:

Staff recommends the abandonment of the City owned property described as the approximately 25' by 130' alley right-of-way between West Milwaukee Avenue and Van Gundy Avenue at the address 517 Van Gundy Avenue to the applicant **for the sale price of \$6,937.50.**

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

As the only adjacent property owners to the alleyway are the Murphy's, there is no requirement for them to get written support from adjacent property owners as required by §7-14-4114, MCA.

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

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

Public Hearing Opened at: 6:10PM – No public comment

Public Hearing Closed at: 6:11PM

Member Henderson motioned to approve Murphy Alley Abandonment as presented with all the staff recommendations. Member Molendyke seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

5. Department Reports: Composed Reports are in the packets. **Reports accepted as presented.**

- a. CAO | b. Public Works | c. Police | d. Fire | e. Recreation Report

6. 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.

a. Member Greenwood asked about a City of Deer Lodge App, if Chamber of Commerce is moving to a new location and plastic roads for the city.

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

a. Ordinance 2022-2: 819 2nd St Rezoning 2nd Reading – Jordan
Planning Board Member Rick Buck stated he and all other Board members plus the Kostoff's were initially in favor of the Fisk rezoning.

Member Greenwood motioned to table Ordinance 2022-2, 2nd reading due to the petition till August 15th Council Meeting. Member Molendyke seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

8. New Business (Old Business or Items Tabled)

a. Black Mountain Software Cloud Transition Approval – Jordan
Cloud hosting software thru Black Mountain quote for \$2,365.00 which is budgeted for next year. Looking to get this program up and running immediately, brought before Council for approval.

Member Henderson motioned for immediate approval of the Black Mountain software cloud at \$2,365.00. Member Fjelstad seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

b. Resolution 2022-R-14: BARSAA Gas Tax Special Request – Trent

Yearly a Gas Tax Resolution is sent to the Department of Transportation requesting the gas tax special fund with the City showing what the project consist of in the Resolution. The City of Deer Lodge requests a distribution of \$85,468.10 from its share of the allocated Bridge and Road Safety and Accountability funds to be used for the 2022 Street Maintenance Project. The estimated total cost of the Project is \$444,137.85.

Member Henderson titled Resolution 2022-R-14:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEER LODGE REQUESTING DISTRIBUTION OF LOCAL GOVERNMENT ROAD CONSTRUCTION AND MAINTENANCE MATCH PROGRAM FUNDS FOR THE 2022 STREET MAINTENANCE PROJECT.

Member Henderson motioned to approve Resolution 2022-R-14: BARSAA Gas Tax Special Request as presented. Member Fjelstad seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

c. Treasurer CBA Letter of Agreement – Jordan

The Letter of Agreement (LOA) between the City of Deer Lodge (Employer) and the Teamsters Union Local No. 2 (Union) (collectively referred to as "Parties").

Parties agree that the position of City Treasurer shall be included in the recognition of the current contract for clerical employees between the parties. The wage for this position will be listed as

\$47,000 annually. The position will be granted all other benefits provided in the contract effective immediately.

Member Molendyke motioned to approve the Treasurer CBA Letter of Agreement as presented. Member Henderson seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

d. County Resolution 2022-13 Minimum Allocation Grant Transfer – Jordan

A RESOLUTION REQUESTING AUTHORITY FOR DISTRIBUTION OF POWELL COUNTY MINIMUM ALLOCATION GRANTS FOR WATER AND SEWER INFRASTRUCTURE PROJECTS TO THE CITY OF DEER LODGE TO PROVIDE FUNDING FOR THE CITY'S WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECT

Powell County has determined that the City of Deer Lodge's proposed project is eligible as a minimum allocation project and is a high priority within the county and;

By this resolution, Powell County requests the Department of Natural Resources and Conservation allow, through its developed application and distribution processes, the City of Deer Lodge \$607,444.00 of its share of the allocated Minimum Allocation funds for the city's water distribution system project that will build and connect a new well to the city water supply.

The cost of water and sewer services at the Fairgrounds and Blue Ribbon Pavilion are hereby waived indefinitely. The funds that Powell County would otherwise have used to pay for water and sewer services will be reallocated towards improvements to infrastructure and amenities at the Fairgrounds and Blue Ribbon Pavilion.

Member of the public stated he was against the resolution.

Member of the public stated she was for the resolution and was for the word "Indefinitely" in the resolution.

Member of the public who also serves on the Planning Board was for the Resolution and was happy to see the City and County working together.

Member Henderson motioned to pursue the County Resolution 2022-13 Minimum Allocation Grant Transfer. Member Fjelstad seconded the motion. 4 Ayes, 0 No's, 3 Absent, 1 Vacant. Motion passed.

9. Next Meeting Announcements

- a. August 1, 2022, at 6PM

10. Adjournment

Mayor Jess adjourned the meeting at 7:05PM.

Prepared By: Cyndi Thompson, City Clerk

James Jess, Mayor

Date



COUNCIL COMMITTEE REPORT

JULY 2022

Council Ops – Rob Kersch (Chairperson)

July 11th – Continued discussing City Personnel Policy. Reviewed Worker's Compensation and Computer Security. Draft policy to be presented at next meeting.

Finance – Dick Bauman (Chairperson)

July 5th – Minutes approve for June 6 and June 21st. Continued business was budget review for FY-23. Milwaukee refueling area clean up pay application from H&H Contracting was approved. Land lease at Old Dump was discussed and is ready for review by City Council. Reviewed and signed June claims.

Economic Growth & Development – John Henderson (Chairperson)

July 6th – Public Comment – John Greenwood asked that tax breaks and land be put on the next agenda he also asked for charter government be put on the next agenda. Jackie Greenwood suggested that we create history center for Powell County full history

New Business – The preliminary contract with Gary Chilcott on the leasing of City Property was covered.

Continued Business – Jordan introduced a combined Vision and Mission statements. It was tabled for further study.

Committee Comments or Concerns – John Henderson brought up the idea of creating a Deer Lodge City license plate.

Next meeting is scheduled for August 3rd at 4:00 PM

ARPA Steering Committee – Dick Bauman (Chairperson)

Next meeting Tuesday, August 2nd at 4:30pm.

Public Health & Safety – John Skibsrud (Chairperson)

No July meeting.

Public Works – Jackie Greenwood (Chairperson)

July 26 – Discussed City Sidewalk repair of 4-5 sidewalks per year the public works crew could do, approximately 80 hours per year. Approved a creation of an application that will be brought back to the committee to review. Approved and recommended to Council PRA 4th Pay Application. Discussed the water SCADA system.

**MONTANA REAL PROPERTY LEASE AGREEMENT
CITY OF DEER LODGE – PASTURE “P”**

THIS LEASE AGREEMENT (the “Agreement”) effective the 1st day of September 2022, by and between the City of Deer Lodge, 300 Main Street, Deer Lodge, Montana 59722, (the “Lessor”), and Suzanne Sopko, 819 Higgins Avenue, Deer Lodge, Montana 59722, (the “Lessee”).

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in Deer Lodge, Powell County, Montana, described as: Tract of approximately eight acres located East of the Ball fields of Deer Lodge lying within the City Limits of said City and within Section 33, Township 8 North, Range 9 West, P.M.M. (the Property).

Attachment #1: Map depicting Pasture “P.”

WHEREAS, Lessor desires to lease the Property to Lessee upon the terms and conditions of this Agreement; and

WHEREAS, Lessee desires to lease the Property from Lessor on the terms and conditions of this Agreement for the purposes of grazing for 4-H animals;

NOW THEREFORE, for and in consideration of the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Property together with any and all appurtenances thereto, beginning September 1, 2022 and ending at 12 o’clock midnight on August 31, 2024.
2. RENT.
3. USE OF PROPERTY. The Property is leased for grazing purposes exclusively for 4-H animals. Lessee agrees not to abuse the Property by overgrazing and shall observe the ordinary rules for good pasture management consistent with the conservation of the land resources and the perpetuation of its productivity, including the control of noxious weeds. Lessee shall not allow any other person to use or occupy the property without obtaining Lessor’s written consent.
4. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Agreement, or sublet or grant any license to use the Property or any part of the property without the prior, written consent of Lessor. A consent by Lessor to one such assignment, subletting or license shall not be deemed to be consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written

consent of Lessor or an assignment of subletting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

5. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the property by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Property at the expiration or earlier termination of this Agreement.
6. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of the Property to Lessee upon the commencement of the lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the Property. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement shall terminate.
7. HAZARDOUS MATERIALS. Lessee shall not keep on the Property any items of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any reasonable insurance company.
8. UTILITIES. Lessee shall be responsible for arranging for and paying for any utility services provided to the Property.
9. MAINTENANCE AND REPAIR. Lessee will, at its sole expense, keep and maintain the Property, including fences and gates and appurtenances, in good condition and repair during the term of this Agreement.
10. INSPECTION OF PROPERTY. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Property.
11. SUBORDINATION OF LEASE. This Agreement and Lessee's interests are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by Lessor.
12. QUIET ENJOYMENT. Lessee, upon the execution of this Agreement and Lessee's performance of all Lessee's Agreements contained herein and Lessee's observance of

all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Property for the term of this Agreement.

13. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Property, or to animals, goods, or equipment, and Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of any kinds and nature.
14. TERMINATION OPTION. At the option of Lessor, upon thirty (30) days written notice to Lessee, this Agreement may be terminated and upon such termination Lessee shall evacuate the Property.
15. ABANDONMENT. If at any time during the term of this Agreement, Lessee abandons the Property or any part thereof, Lessor may, at Lessor's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Property or any part hereof, for the whole or any part of the then unexpired term.
16. ATTORNEYS FEES. Should it become necessary for Lessor to employ an attorney to enforce any of this Agreement's conditions or covenants, including gaining possession of the Property, Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.
17. GOVERNING LAW. The Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Montana.
18. SEVERABILITY. If any provision of the Agreement shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected, but instead shall be enforced to the maximum extent permitted by law.
19. BINDING EFFECT. The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.
20. DESCRIPTIVE HEADINGS. The descriptive headings used in this Agreement are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
21. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed,

altered or amended in any way except through a written amendment signed by all of the parties.

22. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to: City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

If to Lessee to: Suzanne Sopko
819 Higgins Avenue
Deer Lodge, MT 59722

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given by written notice to the other party.

As to the Lessor this _____ day of _____ 2022.

James Jess
Mayor, City of Deer Lodge

As to the Lessee this _____ day of _____ 2020.

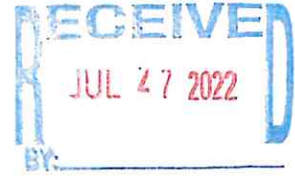
Suzanne Sopko

Attachment #1: Pasture P

Pasture P

Access Rd





Gordon Pierson
603 Washington Street
Deer Lodge Mt. 59722
406-691-0019

Mayor Jess and City Council Members of Deer Lodge:

I am officially entering my name for consideration for the vacant Ward 4 council seat. I feel my experience as a state representative will be an asset to the government of my hometown. I am also a lifelong resident of this great city and understand what is needed to guide Deer Lodge toward a bright and prosperous future.

Thank you for your consideration.

Gordy Pierson

LEASE AGREEMENT
"OLD CITY DUMP"

THIS LEASE, made and entered into this _____ day of _____, 2022, by and between THE CITY OF DEER LODGE, hereinafter called LESSOR, a duly organized legal political subdivision of the State of Montana, and POWELL COUNTY, a duly and regularly organized county of the State, through its legal agents, its Board of County Commissioners, hereinafter referred to as LESSEE.

WITNESSETH

THE LESSOR, for and in consideration of the covenants herein contained, does by these presents, make demise and lease the property as herein described, subject to the regulations herein contained situated in the County of Powell, State of Montana:

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 35, Township 08 North, Range 09 West, and containing 5 acres, more or less particularly located on the plat attached hereto, a tract that has been previously described as the "Old City Dump."

TERM

The term of this lease is for five (5) years commencing on the 1st day of July 2022, and ending on the 30th day of June 2027.

CONSIDERATION

The consideration for said lease is \$600 per year, payable by June 30, 2022 and on June 30 for each subsequent year of the lease, receipt of which is acknowledged.

RENEWAL

The Lessee shall have the option to renew said lease for an additional five (5) years from the expiration of this present lease, upon terms and conditions to be negotiated, by giving written notice to Lessor at least thirty (30) days prior to the end of the five year term.

OLD CITY DUMP LEASE AGREEMENT

PURPOSE

The express purpose for this lease is for the establishment of a motor vehicle impound and wrecking facility under the provisions of Section 75-10-501, MCA, and which facility shall be known as the Powell County Junk Vehicle and Impound Lot. Further, the facility shall be used for the purpose of storing junked vehicles as defined in Section 75-10-501, MCA that are to be removed from the City of Deer Lodge and the County of Powell as part of the Department of Environmental Quality's (DEQ) Junk Vehicle Program.

FENCING

It is agreed by and between all parties that Lessee shall be responsible for fencing and securely gating a portion of the 5-acre leased grounds adequate to contain vehicles impounded as part of the Junk Vehicle Program. Fencing shall be constructed in a manner that shields from public view all vehicles, vehicle parts, equipment, and any other items necessary to fulfill the express purpose of the facility. The fencing shall be at least six (6) feet high, and gating should be securely locked at all times.

PERMITTING

The Lessee shall be responsible for obtaining and maintaining all permits that may be required to operate said facility and be responsible for any and all costs associated with said permits. This includes but is not limited to an annual license from the Montana DEQ to operate a motor vehicle wrecking facility, which is a prerequisite for the operation of a lot used for the DEQ's Junk Vehicle Program. A copy of said permits should be given to the Lessor when received by Lessee.

ASSIGNMENT

Lessee shall not have the right to assign the leasehold interest in the property or any portion thereof without the written consent of the Lessor. At the expiration of this lease, Lessee will, without further notice of any kind, quit and surrender the occupancy of said premises in as good condition and as carefully used as natural wear and tear will permit.

GENERAL TERMS

Lessor has the right to enter the Lease Premises to inspect for compliance with the terms of the Lease or for any other purpose at any time.

Lessee will operate the facility in a way that does not impede on the Lessor's ability to use the rest of its land adjacent to the Lease Premises for any lawful use.

OLD CITY DUMP LEASE AGREEMENT

Lessee shall accept vehicles from the Lessor for the purposes of the Junk Vehicle Program throughout the term of this lease.

INDEMNIFICATION

Lessee releases and agrees to indemnify and hold harmless Lessor from any and all claims for any injury or damages of any kind or nature to the persons or property in, upon, or about said premises from the operations of said Lessee on the leased premises, provided, however, that nothing herein shall be construed as an agreement by Lessee to release, indemnify or hold harmless Lessor from liability for damage or injury to persons or property caused by negligence, carelessness, or intentional act of Lessor, Lessor’s agents, servants, or employees. This obligation to indemnify shall include reasonable attorney’s fees and investigation cost and all other reasonable costs and expenses, and liabilities from the first notice that any claim or demand to be made or may be made by either party.

SUCCESSION

The items of this lease shall apply to the succession and assigns of the parties hereto in like manner as to the original parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this day set forth above.

CITY OF DEER LODGE

James Jess, Mayor

ATTEST

Cyndi Thompson, City Clerk

POWELL COUNTY

Ralph E. Mannix, Jr., County Commissioner

Doug Crachy, County Commissioner

Dan Sager, County Commissioner

ATTACHMENT: LOCATION OF "OLD CITY DUMP"



Good morning Jordan,

As we discussed I want to provide you with more mature ideas re: the usage of the 10 Acre property adjacent to the A-OK Campground.

My first priority would be to harvest the grass crop that is currently almost waist high. I think there is some value in that grass but the main thing is that it would mitigate the potential for a major grass fire if the summer heats up like last year.

After that I would pursue the extension of tent sites for campers. I bought a teepee in Missoula for a start. I am also looking into "horse camping". I have spent 2.5 days with two different horse entities north of Great Falls-they are long time friends. According to them, there is a lack of facilities for horsemen to stop and overnight their horses in a clean, safe environment. Many horsemen from Canada use I-90 and I-15 to travel south in the winter and north in the spring. They need easy access, separate pens and water, as well as space for their trailers/Rvs and for their horses to be able to stretch and roll. In addition, during the National Finals Rodeo, there is a lack of facilities for all the Canadian rodeo contestants. This is a big deal to them and Candy has connections to get the word out to the circuit. This could bring additional revenue to this community and its services.

John and Candy have shown me their set-up for corrals and fencing and pens. Pens allow various configurations for stalls to enable horses to be together or kept apart. They have an adequate amount of pipe for building proper fencing and have put me in touch with an old friend from the same area who sells the panels. Panels allow one to configure a wide array of stalls, together or separately as needed.

An additional thought would be to eventually look into other short term attractions like properly fenced areas for sheep and goats. These would be a big attraction during the peak tourist season for my RV customers and their families. The river itself is a huge attraction, more so than last year-and we have been extremely busy. I think this simply adds additional reasons for people to stop here in our town-and I am getting more and more tenters and campervans who just want a place to park and people love it by the river which is almost always full-I could use additional sites along the river with minimal services since the shower/bath houses are available.

Additionally I think there is opportunity for incorporating some community events as well, like maybe 4-H-I would approach them and other entities like this. I think as time goes on the possibilities are many-therefore I would hope we could look at a similar arrangement in lease provisions as with my current lease regarding length and renewal provisions.

As busy as we have been this will be more of a fall and early winter project and I intend to be open for the winter with the operation I currently have running.

I'm wide open for suggestions as we progress, but I would like to lock this in now so I know any planning will not be futile effort. I will be happy to keep you in the loop as plans progress.

Respectfully submitted,



Mike Clasby

July 18, 2022

DEER LODGE ASPHALT INC.

1206 KELLEY ST.
DEER LODGE, MT 59722
(406) 846-3730

day 3

Thurs

CUSTOMERS ORDER NUMBER _____ DATE 1 July 22

NAME Evergreen Skid Plate PHONE NUMBER _____

ADDRESS _____

SOLD BY	CASH	C.O.D	CHARGE	ON ACCT.	MOSE RETD	PAID OUT
---------	------	-------	--------	----------	-----------	----------

QUALITY DESCRIPTION PRICE AMOUNT

28 June (by city)	26 ⁹ 75	4 ⁵⁰	1123.87
29 June (by city)	88097		396.40
by (DLA)	324.58T		1460.61
for by DLA	23 loads x 55		1265.00
30 June DLA	46.73 TAN		210 ²⁸
	3x 55		165
city	183.92		827 ⁶⁴

ALL CLAIMS AND RETURNS MUST BE ACCOMPANIED BY THIS BILL.

RECEIVED BY

TOTAL
6243.49

TAX TOTAL

Check # 2584

THANK YOU

5448

WT
54420 225000
51290
53520 220600
55260
53440 220600
56660 220600
53460 220600
50500 220600
50280 220600
51700 220600
52780 220600
51620 220600
53420 220600
49680 220600
60580 220600

318.92 - 135

183.92 x 4⁵⁰

\$ 827.64

(3) 55260
80.48 - 33.75

46.73 x 4⁵⁰ = 210²⁸ + (165 for)

375.28 + ~~452~~ 827.64

\$ 1202.92

DEER LODGE ASPHALT INC.

1206 KELLEY ST.
DEER LODGE, MT 59722
(406) 846-3730

CUSTOMERS ORDER NUMBER _____ DATE 8 July 22

NAME Emergreen Skid Park PHONE NUMBER _____

ADDRESS _____

SOLD BY	CASH	C.O.D	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
---------	------	-------	--------	----------	-------------	----------

QUALITY	DESCRIPTION	PRICE	AMOUNT
5 July 22	- 6 loads		
	102.77 Ton	4 ⁵⁰	462 ⁴⁶
	Big Rod		
7 July	- 10 loads		
	73.83 Ton	4 ⁵⁰	332 ²³
	Yellow S/A		

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

TAX TOTAL _____

RECEIVED BY
CKP #2584 29 TOTAL
0,243

THANK YOU 794⁶⁹

Jordan Green

From: evergreenskateparks <evergreenskateparks@gmail.com>
Sent: Wednesday, July 20, 2022 8:31 AM
To: Jordan Green
Subject: Fwd: New payment request from M & P Excavating, Inc. - invoice 2065

Hi Jordan:

Attached is one of the dirt invoices. I have hard copies of the other ones in my office- I'm out of town so I will scan and send you copies of those next week. Thanks!

----- Forwarded message -----

From: M & P Excavating, Inc. <quickbooks@notification.intuit.com>
Date: Fri, Jul 15, 2022 at 1:59 PM
Subject: New payment request from M & P Excavating, Inc. - invoice 2065
To: <evergreenskateparks@gmail.com>

INVOICE 2065



M & P Excavating, Inc.

DUE 08/14/2022

\$8,053.00

[Review and pay](#)

Powered by QuickBooks

Dear Evergreen Skateparks,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!
M & P Excavating, Inc.

M & P Excavating, Inc.
608 Oregon St Deer Lodge, MT 59722-1317 US
406-490-3371
jeffmcqueary@mandpexcavating.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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--
Billy & Catherine Coulon
Evergreen Skateparks LLC
Office: 503-807-0103
Field: 503-804-1193
Fax: 503-389-7429
evergreenskateparks.com



Contractor's Application for Payment No. 4

Application Period: 06/21/22 to 07/14/22	Application Date: 7/14/2022
To: City of Deer Lodge	From (Contractor): H and H Contracting, Inc.
(Owner): MILWAUKEE ROUNDHOUSE CECHA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION	Contract: MILWAUKEE ROUNDHOUSE CECHA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION
Owner's Contract No.:	Contractor's Project No.: 20009
	Engineer's Project No.: 20009
	Vin (Engineer): Hydrometries, Inc.

**Application For Payment
Change Order Summary**

Approved Change Order Number	Additions	Deductions
1	\$5,787.00	
2	\$1,967.58	
3	\$3,726.50	
4	\$1,267.01	
TOTALS	\$12,748.09	
NET CHANGE BY CHANGE ORDERS	\$12,748.09	

1. ORIGINAL CONTRACT PRICE..... \$ 662,137.00
2. Net change by Change Orders..... \$ 12,748.09
3. Current Contract Price (Line 1 + 2)..... \$ 674,885.09
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 571,585.09
5. RETAINAGE:
 - a. 10% X _____ Work Completed..... \$ _____
 - b. X _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 571,585.09
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 548,211.11
8. AMOUNT DUE THIS APPLICATION..... \$ 23,373.98
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 33,300.00

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Dejina Apusan* Date: 7/14/22

Payment of: \$ Twenty three thousand three hundred seventy three dollars and 98/100 (Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* (Engineer) 7/15/2022 (Date)

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

A		B			C		D	E	F	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price						
1	Mobilization, Bonding & General Requirements	1	LS	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
2	Erosion & Sediment Control	1	LS	\$5,400.00	1	\$5,400.00		\$5,400.00	100.0%	
3	Construction Facilities & Temporary Controls	1	LS	\$3,200.00	1	\$3,200.00		\$3,200.00	100.0%	
4	Clear & Grub Vegetation & Debris Removal	1	LS	\$2,800.00	1	\$2,800.00		\$2,800.00	100.0%	
5	Temporary Signage & Traffic Control	1	LS	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
6	Strip & Stockpile Topsoil & Overburden	19	CY	\$30.00	19	\$570.00		\$570.00	100.0%	
7	Excavate, Handle & Disposal of Contaminated Soil	783	CY	\$31.00	783	\$24,273.00		\$24,273.00	100.0%	
8	Backfill Contaminated Soil Excavation Areas	846.27	CY	\$17.00	846.27	\$14,386.59		\$14,386.59	100.0%	
9	Site Restoration	11	AC	\$3,000.00		\$3,300.00				\$3,300.00
10	Reconstruct Gravel Roads	146	CY	\$27.00	146	\$3,942.00		\$3,942.00	100.0%	
A	Excavate, Handle & Disposal of EXCESS Contaminated Soil	190.27	CY	\$50.00	190.27	\$9,513.50		\$9,513.50	100.0%	
Totals										
						\$74,885.09		\$71,585.09	95.6%	\$3,300.00

For (Contract): MILWAUKEE ROUNDHOUSE CECRA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION

Application Period: 06/21/22 to 07/14/22

Application Number: 4

Application Date: 7/14/2022

July 25, 2022

VIA EMAIL

Mayor James Jess
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

RE: Landfill Drying Bed Project – Application for Payment #1

Dear James:

Enclosed for your action is Payment Request No. 1 from MJD Contracting for the Landfill Drying Bed project. The Pay Request covers the construction items on the Project from July 11 Notice to Proceed through July 22, 2022. This Pay Request showing project completion at 35% to date includes primarily initial project general requirements, earthwork and grading for the drying bed pad and the access road, septic tank installation, and installation and concrete encasement of the piping.

Concrete placement is expected to occur next week, as soon as the pipe floor sleeves arrive onsite. An onsite meeting will be held prior to concrete placement to inspect the formwork, discuss pour schedule, and address other coordination items.

Everything appears in order to recommend approval of Pay Request No. 1 for processing. Payment of \$72,982.80 will need to be made to MJD Contracting, and \$737.20 to the State of Montana for the gross receipts tax. A total of \$3,880.00 retainage is being withheld from the payments to date.

Please contact me if you have any questions or need more information.

Sincerely,
MORRISON-MAIERLE, INC.

Rika Lashley, PE
Project Manager



Enclosure

Cc via Email: Alan Erickson, PE, CCM – Morrison-Maierle
MJD Contracting

Contractor's Application For Payment No. 1

Application Period: 7/11/2022 To 7/22/2022	Application Date: 7/22/2022
Owner: City of Deer Lodge	From(Contractor): MJD Contracting, LLC.
Project: Deer Lodge Drying Beds	Via(Engineer): Morrison Maierle
Owner's Contract No.	Contractor's Address: 12 Ponderosa Rd. Clancy, MT 59634
	Contractor's Project No.: 22025
	Engineer's Project No.: 347.03401

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

Payment Details	
1. ORIGINAL CONTRACT PRICE	\$ 209,650.00
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 209,650.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 77,600.00
5. RETAINAGE:	
a. 5% x \$77,600.00 Work Completed	\$3,880.00
b. 5% x \$0.00 Stored Material.....	\$0.00
c. Total Retainage (Line 5a + Line 5b)	\$3,880.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 73,720.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ -
8. AMOUNT EARNED THIS APPLICATION	\$ 73,720.00
9. LESS GROSS RECEIPTS TAX THIS APPLICATION(1%)	\$ 737.20
10. AMOUNT DUE THIS APPLICATION (Line 8- Line 9)	\$ 72,982.80
11. BALANCE TO FINISH, PLUS RETAINAGE	\$ 135,930.00

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *MJD Contracting* Date: 7/25/22
 (Contractor)

Approval Section

Payment of: \$ _____
 (Line 10 or other - attach explanation of other amount)

is recommended by: _____ (Date) _____
 (Engineer/Inspector)

Payment of: _____ (Date) _____
 Line 10 or other -attach explanation of other amount

Is approved by: _____ (Date) _____
 (Owner)

Approved by: _____ (Date) _____
 Funding Agency

