



# COUNCIL AGENDA

September 6, 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**
4. **Approval of Minutes**
  - a. Regular Meeting: August 15, 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 – Joseph Callahan
  - f. Public Works – Jackie Greenwood
6. **Board Reports**
  - a. Airport Board – Gordon Pierson
  - b. Powell County Parks Board – Joseph Callahan
  - c. Chamber of Commerce – John Henderson
  - d. Headwaters RC&D – Joseph 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. Ordinance 2022-2, 2<sup>nd</sup> Reading: 819 2<sup>nd</sup> Street Rezoning – Jordan
  - b. Ordinance 2022-3, 2<sup>nd</sup> Reading: Title 15 Amendments - Jordan
8. **New Business** - The Council will act on each item after accepting public comments.
  - a. Treasurer's Report | August Claims – Stanley Glovan. Receive the informational report. Accept the recommendation from the Finance Committee and approve the claims.
  - b. Emery Road Lease Contract – Jordan
  - c. ARPA Local Grants Committee Recommendations – Jordan
  - d. Ron Slauson Pay – Chief Smith
  - e. Zoning Ordinance Amendments Review - Jordan

- f. Business District Striping Task Order – Trent
- g. Water Modeling Task Order – Trent
- h. Water SCADA System Upgrade – Trent
- i. Water & Wastewater Annual Cybersecurity Proposal – Trent
- j. Drying Beds Pay Estimate #2 - Trent
- k. Drying Bed Change Order #1 - Trent

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

- Economic Growth & Dev – September 7<sup>th</sup> at 4 PM
- Finance – September 6<sup>th</sup> at 4PM
- Public Health & Safety – September 8<sup>th</sup> at 5 PM
- City Council Operations – September 12<sup>th</sup> at 5 PM
- ARPA Steering Committee – TBD
- Planning Board – September 19<sup>th</sup> at 10AM (if needed)
- Council #2 – September 19<sup>th</sup> at 6 PM
- Public Works – September 27<sup>th</sup> 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, September 19, 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**

# CITY COUNCIL MINUTES

The City Council met on August 15, 2022, at 6 PM | PC Community Center

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

**3. Approval of Minutes**

a. Regular Meeting: August 1, 2022.

Council President Bauman motioned to approve minutes as presented. Member Kersch seconded the motion. 5 Ayes, 0 No's, 2 Abstained, 1 Absent. Motion passed.

**4. Public Hearing.**

a. Adopting 2021 International Building Codes into Title 15 – Jordan  
Action Item: Vote on 1<sup>st</sup> Reading of Ordinance 2022-3

Council Member Henderson titled Ordinance 2022-3

**AN ORDINANCE BY THE DEER LODGE CITY COUNCIL REPLACING THE EXISTING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY CODE AND ADOPTING A REVISED TITLE 15. IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA:**

Montana Department of Labor and Industry has adopted updated editions of building codes as amended by administrative rule, effective June 10, 2022. FURTHER, ARM 24.301.202(1) requires all certified jurisdictions to update their ordinances to adopt the new editions of these building codes that they are certified to enforce.

Deer Lodge City Council hereby proceeds to replace the existing Title 15 of the City Code and adopt a revised Title 15, attached to this Ordinance as Exhibit "A". This revised Title 15 contains the replacement by reference of 2018 Building Codes with 2021 Building Codes as well as the adoption of changes suggested by American Legal Publishing Corporation in their legal and editorial report.

Second reading will take place September 6, 2022, at the City Council meeting.

Public Hearing Opened at: 6:11PM – No public comment

Public Hearing Closed at: 6:12PM

Member Fjelstad motioned to approve 1<sup>st</sup> reading of Ordinance 2022-3 as presented. Member Kersch seconded the motion. 5 Ayes, 0 Nos, 1 Absent. 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. Mayor Jess presented to council the updated Committee & Board list and an updated council phone list.

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

a. None

**8. New Business** *(Old Business or Items Tabled)*

a. 819 Second Street Rezoning Petition – Jordan

Kimberly Fisk submitted a Rezoning Application on May 23, 2022, to request a rezoning of her property at 819 2<sup>nd</sup> Street in Deer Lodge to the R-2, Single Family and Manufactured Home District to accommodate the placement of a 1980 double-wide manufactured home to be operated as a rental. The property is currently zoned as R-3, High Density Residential, which does not allow any type of mobile or manufactured home. The property is located in Section 04, Township 07 North, Range 09 West, Block 48 and the west 84 feet of Lots 9 and 10. Directly to the east of the property at the address 207 Pennsylvania Avenue is the Mountain Sage Herbal Tea Shop, a business operated by Ms. Fisk. To the south is the Old Montana Prison Museum. To the north and west are more residential properties in the R-3, High Density Residential District.

Zoning ordinance states property owners of 150 foot radius of a property in question can petition the decision of the City Council regarding a rezoning issue. Of that 150 radius 25% of the neighbors that are property owners need to sign a petition in order to stop the rezoning from happening. Petition was filed from neighbors revoking the rezoning application. Out of the 6 petitioners that signed the petition only 3 are valid property owners in the adjacent 150 feet. City Council will need to listen to both sides of the case and vote on whether or not to uphold the petition or not. The petition is valid till the City Council votes to overturn the petition by a 2/3<sup>rd</sup> vote.

Petitioners Jessie Kostoff and Lauren Kostoff and the applicant Kimberly Fisk are present to present their case to City Council.

Attorney Frank Joseph representing Kimberly Fisk addressed the City Council spoke of the appropriate steps the applicant took to comply with City Code and Zoning to get the rezoning approval. Kimberly Fisk presented to the City Council projected pictures of what the manufactured home will look like.

Petitioner Jessie Kostoff addressed the City Council on behalf of all that signed the petition. Mr. Kostoff asked if this zoning only affects her property? Jordan stated, this rezoning request, as also stated at the Planning Board meeting only effects Kimerly Fisk property. Jesse Kostoff stated, we don't have a problem with the rezoning request and stated to the City Council, they should stay with the original decision on the rezoning approval.

Mayor Jess addressed the Council their vote today would be to Overturn and revoke the petition that has been presented.

Member Kersch motioned to overturn the petition. Member Greenwood seconded the motion. 7 ayes, 0 No's, 1 Absent. Motion passed.

b. Forage Stand Purchase Contract with Michael Clasby – Jordan

This is for the land that is next to the AOK Campground which Mike Clasby runs the campground. The term of this Agreement shall be for the period beginning August 15, 2022 and ending October 31, 2022. Extension of this Agreement beyond the end date shall occur with written agreement only. The Operator shall have the right to harvest the standing forage from REAL ESTATE as shown on the Map (in the packet) subject to the following specifications:

All cut materials must be removed from the fields within two weeks of cutting.

No bales may be left standing in the fields for more than seven (7) days and must be removed from the field within that time.

Spoiled windrows may be chopped back into the field using a shear bar type forage harvester.

No field work may be conducted when soil is wet enough for ruts to form.

No cutting may occur after October 17, 2022.

Pest control will be the responsibility of the Operator, if necessary. All applications of pesticides must be approved PRIOR to application by Powell County – MSU Extension Services.

The Owners make no guarantee as to the volume, condition, or quality of the standing forage.

The use of any equipment or buildings which are the property of the Owners is not included in the terms of this Agreement.

Payment is to be made in the consideration of one dollar (\$1.00), payable to the Owner by the Operator upon signing of the Agreement.

Council President Bauman motioned to accept the Agreement as presented. Member Kersch seconded the motion. 7 ayes, 0 No's, 1 Absent. Motion passed.

c. Resolution 2022-R-15: Adopting Public Utility and Public Access Easement at Hospital – Jordan

Member Pierson titled Resolution 2022-R-15

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEER LODGE ADOPTING A PUBLIC UTILITY AND PUBLIC ACCESS EASEMENT THROUGH A TRACT OF LAND LOCATED IN MORTGAGE PARCEL M1 OF CERTIFICATE OF SURVEY 740ME, COMMONLY KNOWN AS 1100 HOLLENBACK LANE.**

The Powell County Memorial Hospital constructed in 2021 and 2022 encroached upon this easement approximately five feet. FURTHER, on June 7, 2021, the City of Deer Lodge City Council approved a right-of-way encroachment application submitted by the Powell County Memorial Hospital Association, Inc. through a vote of 7 yea's and 0 no's with 1 absent to allow the Hospital to begin construction within the easement with the assumption that the approximately 5 feet of easement would be vacated by the City of Deer Lodge; and after research, surveyors contracted by the Powell County Memorial Hospital Association, Inc. determined that the portion of easement could not be vacated since it was never formally adopted by the City of Deer Lodge. FURTHER, the surveyors requested the City of Deer Lodge and the Powell County Memorial Hospital Association, Inc. formally adopt an amended public utility and public access easement that did not include the 5 feet encroached upon by the hospital addition.

Member Greenwood motioned to approve Resolution 2022-R-15: Adopting Public Utility and Public Access Easement at Hospital. Member Kersch seconded the motion. 7 ayes, 0 No's, 1 Absent. Motion passed.

**9. Next Meeting Announcements**

- a. Regular Meeting – Tuesday, September 6, 2022, at 6PM as Monday, September 5<sup>th</sup> is a Holiday.

**10. Adjournment**

Mayor Jess adjourned the meeting at 6:55PM.

Prepared By: Cyndi Thompson, City Clerk

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James Jess, Mayor

\_\_\_\_\_  
Date



## COUNCIL COMMITTEE REPORT

AUGUST 2022

### **Council Ops – Rob Kersch (Chairperson)**

August 8<sup>th</sup> - Finalized City Employee Policy Manual review and changes.

### **Finance – Dick Bauman (Chairperson)**

August 1<sup>st</sup> - Continued Budget review for FY 23 at both meetings. New business on Aug 1<sup>st</sup> were City Court collections of fines. Skateboard Park additional dirt fill dirt payment of approx. \$15,000 and progress report on drying beds. Reviewed and Signed July claims.

### **Economic Growth & Development – John Henderson (Chairperson)**

August 3<sup>rd</sup> - New Business – *Tourism magazine*: The committee will investigate the possibility of an economic growth coordinator. *AOK pasture lease*: the committee supported a grass removal contract behind the campground. *Tax breaks*: the city is extremely limited on how taxes are implemented. *Charter Government*: the committee will continue to study the feasibility of becoming a charter government. *Deer Lodge license plates*: Jordan laid out the process of determining the viability of a D.L. plate (feasibility, budgeting, survey, and design) *History center for Powell County*: It was determined this was a better subject for Powell County Museum and Arts Foundation.

Old Business – Economic Growth & Development Committee Visions and Mission statement was voted in.

Committee Comments or Concerns – Jordan had 2 comments, he discussed updates on the Chilcott lease and potential future housing. Member Dick Bauman also had 2 comments, he would like to attend meetings at the Chamber of Commerce, Discover Deer Lodge, Powell County Museum and Arts, and Grant Kohrs Ranch to present the Economic Growth and Development Vision and Mission statements, and recommended new Main Street banners for the light poles, possibly created by a local organization.

### **ARPA Steering Committee – Dick Bauman (Chairperson)**

August 2<sup>nd</sup> and August 16<sup>th</sup> - Review and finalize grant applications . These Applications will be on Sept 6<sup>th</sup> Finance committee agenda and then forwarded to City Council for approval. This is a committee appointed by Mayor Jess and will remain in place for final review of amount grants. The City set aside \$50,000 of ARPA funds received for this grant process.



**Public Health & Safety – Joseph Callahan (Chairperson)**

August 11<sup>th</sup> - Elected Joe Callahan as committee chair. Received Department reports for Fire, Police, Code Enforcement, and County Health. Approved Police Department Policy for use of Tire Deflators. Discussed Parade Routes. Curfew Siren will recommence alerting at 10:00 pm.

**Public Works – John Henderson ( Chairperson)**

August 23<sup>rd</sup> - Member John Henderson was chosen to chair. Minutes were approved.

Old Business: City wide sidewalk repair was tabled for further amendments to the draft.

New Business: The committee approved a task order to lay out striping in the business district. Water Modeling task order, Water SCADA System Upgrade and Water & Wastewater Annual Cybersecurity proposal were all approved and sent to the Finance and Council committee. The drying beds pay estimate #2 that updated the beds for easier loading was approved and sent to the Finance and Council committee.

Staff Comments: Trent updated the committee on new regulations set by the EPA and updated us on a lightning strike at the wastewater treatment plant.

## **ORDINANCE 2022-2**

**AN ORDINANCE BY THE DEER LODGE CITY COUNCIL TO REZONE 819 SECOND STREET (28-1578-04-2-24-01-0000) FROM THE R-3, RESIDENTIAL HIGH-DENSITY DISTRICT TO THE R-2, RESIDENTIAL SINGLE-FAMILY AND MANUFACTURED HOME DISTRICT.**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA:**

WHEREAS, Section Two, Part Three 76-2-301 et. Seq. of the Montana Code Annotated authorizes the City of Deer Lodge to adopt and enforce local zoning regulations to promote the public health, safety, morals, of the general welfare of the community; and

WHEREAS, the City of Deer Lodge Planning Board has the responsibility to review zoning regulations for the City of Deer Lodge; and

WHEREAS, the Planning Board initiated the rezone action on the request of the property owner to accommodate the placement of a 1980 double-wide manufactured home on the property to be used as a rental; and

WHEREAS, the property is located in the West 84 feet of Lots 9 and 10 of the Original Addition of Deer Lodge, Section 04, Township 07 North, Range 09 West, Block 48; and

WHEREAS, the Planning Board discussed the rezone action at their June 21, 2022 meeting. FURTHER, the Planning Board agreed there is merit to the request as the rezoning allows for the residential use of an underutilized lot and the creation of new housing in town; and

WHEREAS, the Planning Board held a duly noticed public hearing on June 21, 2022 to consider the rezone action. FURTHER, the Planning Board after receiving a summary from the City Administrator / Planner and public comments, elected to forward the rezone to the City Council through a five to zero vote with two members absent; and

WHEREAS, the Deer Lodge City Council conducted a duly noticed public hearing on June 21, 2022 at 6:00 PM to accept comments regarding the proposed amendment. FURTHER, the City Council at their regular meeting on June 21, 2022 after deliberations, agreed through a vote of eight to zero with no members absent to proceed with the rezone through subsequent Ordinance readings; and

NOW, THEREFORE, BE IT RESOLVED, that the Deer Lodge City Council hereby rezones 819 Second Street (28-1578-04-2-24-01-0000) from the R-3, Residential High-Density District to the R-2, Residential Single-family and Manufactured Home District, to accommodate the placement of a 1980 double-wide manufactured home on the property.

SEVERABILITY. If any selection, subsection, sentence, clause, phrase, or word of Ordinance 2022-2 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance 2022-2 and each section, subsection, sentence, clause, phrase, and

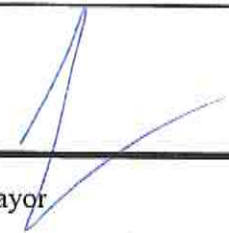
words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or words have been declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

The attached Mapping Exhibit illustrates the subject property.

First reading by the City Council on the 5<sup>th</sup> day of July 2022.

Passed and Approved by the City Council of the City of Deer Lodge, Montana on the first reading at a Regular Council Meeting on the 5<sup>th</sup> day of July 2022.

Council Member	Yea	Nay	Abstain/Present	Absent
Dick Bauman	X			
Joseph Callahan	X			
Curt Fjelstad	X			
Jackie Greenwood		X		
John Henderson	X			
Robert Kersch	X			
John Molendyke				X
John Skibsrud	X			
James Jess   Mayor				

  
\_\_\_\_\_  
James Jess, Mayor



Attest:

  
\_\_\_\_\_  
Cyndi Thompson, City Clerk

Cyndi Thompson, City Clerk

Passed and Approved by the City Council of the City of Deer Lodge, Montana on final reading at a Regular Council Meeting on the 18<sup>th</sup> of July, 2022.

Council Member	Yea	Nay	Abstain/Present	Absent
Dick Bauman				
Joseph Callahan				
Curt Fjelstad				
Jackie Greenwood				
John Henderson				
Robert Kersch				
John Molendyke				
Vacant				
James Jess   Mayor				

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James Jess, Mayor

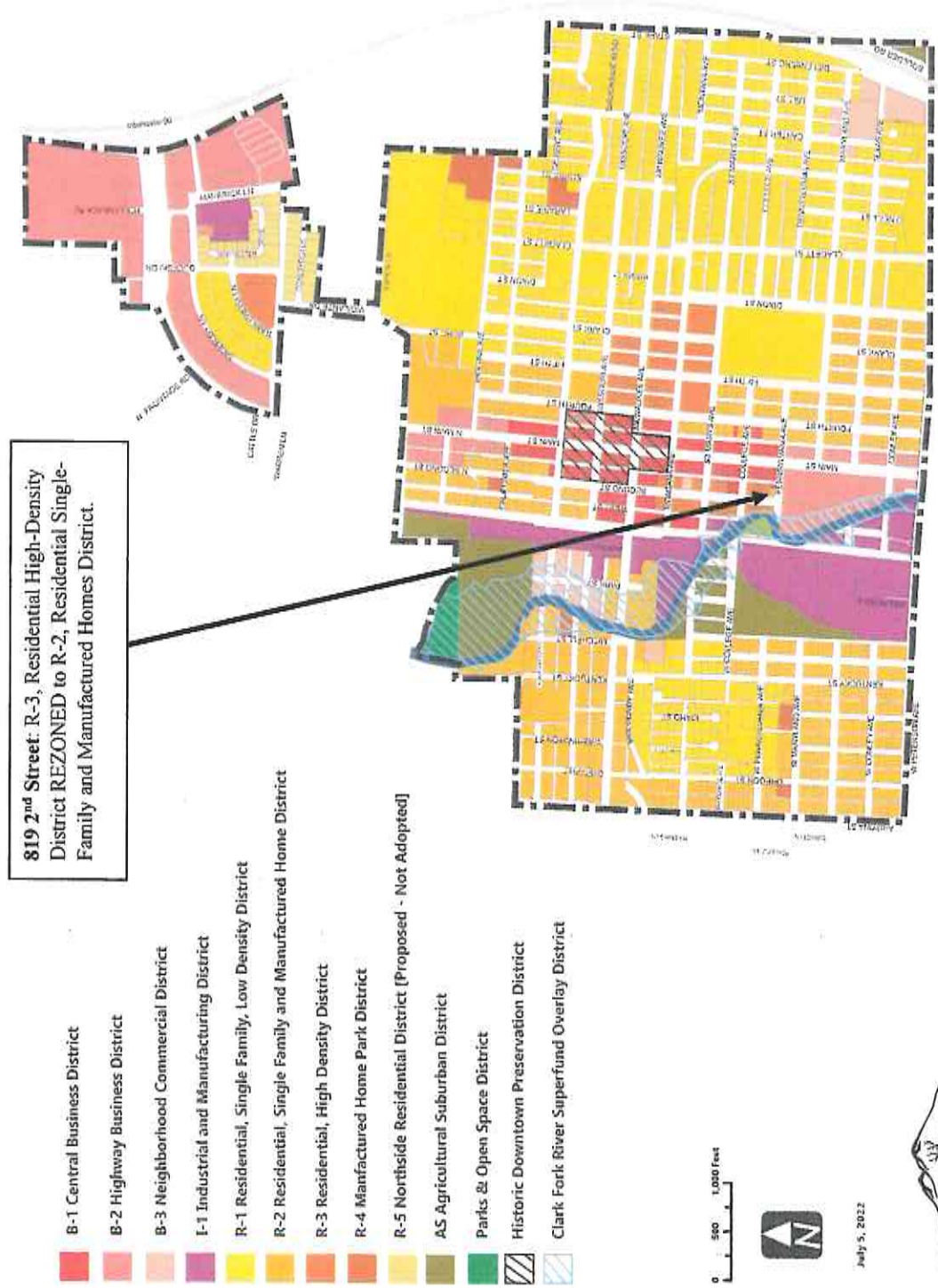
Attest:

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Cyndi Thompson, City Clerk

**The effective date of Ordinance 2021-3 is August 19, 2022.**

**ATTACHMENT: Mapping Exhibit of the Location of the Rezoning**



**City of Deer Lodge Zoning**



July 5, 2022



## ORDINANCE 2022-3

**AN ORDINANCE BY THE DEER LODGE CITY COUNCIL REPLACING THE EXISTING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY CODE AND ADOPTING A REVISED TITLE 15.**

**IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA:**

WHEREAS, the Montana Department of Labor and Industry has adopted updated editions of building codes as amended by administrative rule, effective June 10, 2022. FURTHER, ARM 24.301.202(1) requires all certified jurisdictions to update their ordinances to adopt the new editions of these building codes that they are certified to enforce; and

WHEREAS, §7-5-108, M.C.A allows for the adoption and amendment of codes by reference; and

WHEREAS, Title 15 of the City of Deer Lodge Code of Ordinances adopts by reference the building codes it is certified to enforce, and therefore must adopt the new editions of these building codes pursuant to ARM 24.301.202(1); and

WHEREAS, §7-5-4202, M.C.A. requires a municipality to provide notice of intent to adopt technical codes by reference in publication as provided in §7-1-4127; and

WHEREAS, as part of compliance with the provisions listed in §7-5-107, M.C.A, the City of Deer Lodge has contracted with American Legal Publishing Corporation for the codification of its Code of Ordinances. FURTHER, upon receipt of first draft of the Code of Ordinances, American Legal Publishing Corporation provided a legal and editorial report containing suggested changes to be considered for adoption by the City Council.

WHEREAS, the suggested changes for Title 15 (Buildings and Construction) have been reviewed by the City Attorney and other City staff; and

WHEREAS, the City Council held duly noticed public hearings on August 15, 2022 and on September 5, 2022 to accept comments regarding the intent to adopt technical codes by reference, as well as adopting changes suggested by American Legal Publishing Corporation and reviewed by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, that the Deer Lodge City Council hereby proceeds to replace the existing Title 15 of the City Code and adopt a revised Title 15, attached to this Ordinance as Exhibit "A". This revised Title 15 contains the replacement by reference of 2018 Building Codes with 2021 Building Codes as well as the adoption of changes suggested by American Legal Publishing Corporation in their legal and editorial report.

SEVERABILITY. If any selection, subsection, sentence, clause, phrase, or word of Ordinance 2022-3 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance 2022-3 and each section, subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or words have been declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

Passed and Approved by the City Council of the City of Deer Lodge, Montana on the first reading at a Regular Council Meeting on the 15<sup>th</sup> day of August, 2022.

Council Member	Yea	Nay	Abstain/Present	Absent
Dick Bauman   Council President	X			
Joseph Callahan				X
Curt Fjelstad	X			
Jackie Greenwood	X			
John Henderson	X			
Robert Kersch	X			
John Molendyke	X			
Gordon Pierson	X			
James Jess   Mayor				

\_\_\_\_\_  
James Jess, Mayor

Attest:

Cyndi Thompson

Cyndi Thompson, City Clerk



Passed and Approved by the City Council of the City of Deer Lodge, Montana on final reading at a Regular Council Meeting on the 6<sup>th</sup> day of September, 2022.

<b>Council Member</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
Dick Bauman   Council President				
Joseph Callahan				
Curt Fjelstad				
Jackie Greenwood				
John Henderson				
Robert Kersch				
John Molendyke				
Gordon Pierson				
James Jess   Mayor				

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James Jess, Mayor

Attest:

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Cyndi Thompson, City Clerk

**The effective date of Ordinance 2022-3 is October 6, 2022.**



# TITLE 15

## BUILDINGS AND CONSTRUCTION

### CHAPTERS:

15.02 ... BUILDING REGULATIONS

15.04 ... UNIFORM FIRE CODE

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## Chapter 15.02: BUILDING REGULATIONS

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### SECTIONS:

<u>15.02.010</u> .....	<u>Adoption of Building Codes</u>
<u>15.02.020</u> .....	<u>Building Applications and Permits</u>
<u>15.02.030</u> .....	<u>Building Inspector to Review Plans</u>
<u>15.02.040</u> .....	<u>Inspections</u>
<u>15.02.050</u> .....	<u>Qualifications and Duties of Building Inspector</u>
<u>15.02.060</u> .....	<u>Factory Built Buildings</u>
<u>15.02.070</u> .....	<u>(Reserved)</u>
<u>15.02.080</u> .....	<u>Building Permit Fees</u>
<u>15.02.090</u> .....	<u>Jurisdictional Area</u>
<u>15.02.100</u> .....	<u>Board of Appeals</u>
<u>15.02.110</u> .....	<u>Violations: Penalty</u>

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### 15.02.010: Adoption of Building Codes

A. The City of Deer Lodge adopts and incorporates by reference the following codes, copies of which are on file and are open for inspection of the public in the office of the Deer Lodge City Clerk, 300 Main Street, Deer Lodge, Montana, being marked and designated as:

1. **International Building Code, ~~2021~~2018 Edition, IBC**
  - a. IBC Appendix Chapters  
Board of Appeals  
Group U - Agriculture Buildings
  - b. The IBC, as modified and amended by the following Administrative Rules of Montana (ARM): ARM 24.301.131 ~~(1) through (3); ARM 24.301.146 (1) through (37)~~
2. **International Energy Conservation Code, ~~2021~~2012 Edition IE~~C~~BC, as modified and amended by Building Codes Bureau Rule: ARM 24.301.161 ~~and ARM 24.301.162 and Section 50-60-803 MCA~~**
3. **International Existing Building Code, ~~2021~~2012 Edition, IEBC, as modified and amended by Building Codes Bureau Rule: ARM 24.301.171**
4. **International Swimming Pool and Spa Code, ~~2021~~2018 Edition, ISPS, as modified and amended by Building Codes Bureau Rule: ARM 24.301.175.**
5. **International Residential Code, ~~2021~~2018 Edition, IRC ~~not including Chapters 11 through 46, inclusive,~~ as modified and amended by Building Codes Bureau Rule: ARM 24.301.154 ~~(1) through (9)~~**

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 16 – 3/21/1983: Effective 3/21/1983; Ordinance 65 – 9/21/1992: Effective 9/21/1992; Ordinance 82 – 9/3/1996: Effective 9/3/1996; Ordinance 87 – 12/7/1998: Effective 12/7/1998; Ordinance 89 – 6/10/1999: Effective 6/10/1999; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 104 – 12/2/2002: Effective 1/6/2003; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005; Ordinance 113 – 6/18/2007: Effective 6/18/2007; Ordinance 132 –*

*6/7/2010: Effective 6/7/2010; Ordinance 138 – 11/1/2010: Effective 11/1/2010; Ordinance 161 – 4/4/2016: Effective 5/4/2016; Ordinance 2020-2 – 7/20/2020; Effective 8/18/2020; Ordinance 2022-3 – 9/5/2022; Effective 10/6/2022)*

15.02.020: Building Applications and Permits

- A. Before any person, firm, partnership, or corporation shall begin the construction or placing of any housing unit or type of building or structure upon any lot or lots within the city, an application for a permit for such placing or construction shall be submitted to the City Clerk; that upon receipt of such application, the Clerk shall thereupon present the application for such placement and erection or construction to the Building Inspector, and said Building Inspector shall within thirty (30) days of said application being presented to him, act upon said application, and shall immediately notify the Clerk of his decision. Upon approval of the application by the inspector, the Clerk shall immediately issue a written permit for the construction, erection, or placing of said housing unit or structure and shall notify the Building Inspector of the issuance of said permit and provide him with a copy thereof. Said permit shall require that the construction of the building must comply with the Uniform Code as adopted herein and be certified by the Official Building Inspector.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.030: Building Inspector to Review Plans

- A. The Building Inspector shall be responsible for plan review coordination and for issuance of certification of occupancy.
- B. Upon application by any person for a building permit, the Building Inspector shall review the plans for compliance with the Code. The Building Inspector shall submit the plans to any other affected city department for review and approval by that department before issuance of a permit.
- C. Building plan review shall be completed by the Building Inspector within thirty (30) working days of submittal by the applicant.
- D. The Building Inspector may, in proper cases, request the aid of the Building Codes Bureau, other state agencies, or professional consultants to aid in coordination of review. In such cases, the Building Official may lengthen the completion time for review by ten (10) working days when necessary.
- E. The Building Inspector may establish setback lines in residential areas shall prohibit construction of any building within four (4) feet of its exterior boundary lines.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 42 – 11/16/1997: Effective 11/16/1997; Ordinance 57 – 3/18/1991: Effective 3/18/1991; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.040: Inspections

- A. Inspections shall be conducted by the Building Inspector. Where other departments require inspection, the Building Inspector shall insure that they are conducted within the time frame allowed in Section 15.02.030. Final inspections and issuance of Certificates of Occupancy shall be conducted in accordance with Sections 304 through 306 of the Code.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.950: Qualifications and Duties of Building Inspector

- A. Certification at time of hiring or obtained within six (6) months from hiring date. Such certification shall be by a recognized entity and meet Montana administrative rules.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 57 – 3/18/1991: Effective 3/18/1991; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.060: Factory Built Buildings

- A. Factory built buildings which are approved by the Montana Building Codes Bureau, Department of Labor & Industry, shall be subject to local government inspection and fees for only zoning, utility connections and foundations.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 57 – 3/18/1991: Effective 3/18/1991; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.070: (Reserved)

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 57 – 3/18/1991: Effective 3/18/1991; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.080: Building Permit Fee Schedule

- A. Building permit fees shall be based upon the evaluation of the work being done. Evaluation shall be construction bid or bids, square foot costs as allowed by Montana Administrative Rules or actual construction costs. Such fees shall be reviewed on an annual basis by the Deer Lodge City Council and may be adjusted to generate sufficient revenues to cover the actual expenses of the building department.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 48 – 8/7/1989: Effective 8/7/1989; Ordinance 57 – 3/18/1991: Effective 3/18/1991; Ordinance 92 – 12/18/2000: Effective 12/18/2000; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.090: Jurisdictional Area

- A. The jurisdictional area of the City Building Department shall be the corporation limits of the City of Deer Lodge.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.100: Board of Appeals

- A. In order to provide for reasonable interpretations of the provisions of this Code, there shall be and is hereby created a Board of Appeals, consisting of the three (3) City Council members on the Public Safety and Zoning Committee, with the remaining (5) five City

Council members as alternates. The Building Inspector shall be an ex officio member and shall act as Secretary of the Board.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005: Effective 3/24/2005)*

15.02.110: Violations; Penalty

- A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, equip, use, occupy or maintain any building or structure in the City of Deer Lodge, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this chapter.
- B. Upon notice from the building inspector that work on any residential building or structure is being executed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped.
  1. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's authorized agent or to the person performing the work and shall state the conditions under which work will be permitted to resume. (IRC ~~2021~~2018 Section R114)
- C. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be subject to penalties as prescribed by this ordinance. (IRC ~~2021~~2018 Section R114)
- D. The issuance of a stop work order will require the owner of the property involved or the owner's authorized agent to apply for a building permit from the building inspector. The fee for the issuance of the building permit following the stop work order will be double the fee as set in the fee schedule for the work being done.
- E. Any contractor who performs work without a permit when a permit is required will be issued a stop work order under the process described above.
  1. Upon the issuance of a second stop work order to the same contractor within a year from the first, the business license for the contractor will be suspended for one (1) year.
  2. The issuance of a third stop work order will cause that contractor's business license to be suspended indefinitely.
- F. Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted, and upon first conviction of any such violation such person shall be punishable by fine of not more than three hundred dollars (\$300.00). Upon second and subsequent conviction of any such violation such person shall be punishable by fine of not more than five hundred dollars (\$500.00).

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 101 – 3/18/2002: Effective 4/17/2002; Ordinance 106 – 7/6/2004: Effective 7/6/2004; Ordinance 108 – 2/22/2005:*

Effective 3/24/2005; Ordinance 2021-16 – 12/20/21: Effective 01/21/2022; Ordinance 2022-3  
– 9/5/2022; Effective 10/6/2022)

**Chapter 15.04: UNIFORM FIRE CODE**

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**SECTIONS:**

15.04.10 ..... ADOPTION OF FIRE CODE CONSISTENT WITH STATE FIRE MARSHAL FIRE CODE

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**15.04.10: ADOPTION OF FIRE CODE CONSISTENT WITH STATE FIRE MARSHAL FIRE CODE**

A. The City of Deer Lodge does hereby adopt the Fire Code that is Consistent with that utilized by the State Fire Marshal.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980; Ordinance 107 – 7/6/2004: Effective 7/6/2004; Ordinance 157 – 5/19/2014: Effective 6/18/2014; Ordinance 2019-12 – 9/16/2019: Effective 10/15/2019)*



**LEASE AGREEMENT BETWEEN CITY OF DEER LODGE  
and GARY CHILCOTT & EMERINE CONTRACTING, LLC, FOR  
FIVE (5) ACRE PLOT IN CITY COMMERCIAL PARK**

This Lease Agreement (“Lease”), made and entered into this first day of September 6th, 2022 by and between Gary Chilcott & Emerine Contracting, LLC, hereinafter referred to as “Lessee” and the City of Deer Lodge, a municipal corporation of the State of Montana, hereinafter referred to as “City”;

WHEREAS, the City owns and possess land within Powell County formerly used as the Race Track and grazing land; and

WHEREAS, the City deems it to be in the public interest to promote commercial development and activity within the vicinity of the City including lease of the vacant land within Powell County formerly used as a City Race Track under the conditions as hereinafter set forth; and

WHEREAS, the Lessee is an individual or entity operating a commercial private business, with the purpose of promoting economic activity and desires to secure a portion of said vacant land for commercial use; and

WHEREAS, the Parties do hereby agree that this lease agreement (hereinafter referred to as the Lease) will supersede and revoke any and all previous agreements between the parties; and

WHEREAS, the Parties do hereby covenant and agree as follows:

**LEASE HOLD**

The City, for and in consideration of the rents to be paid and the covenants to be performed by the Lessee, does hereby demise, lease, and let unto the Lessee the following described real estate, being a five (5) acre parcel of the former City Race Track lying and being in the County of Powell, State of Montana, particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “lease premises”). Therefore, City and Lessee, in consideration of the mutual promises and the dollars contained in this agreement agree as follows:

**PURPOSE**

The Lease is issued for the sole purpose of operating Emerine Contracting, LLC, a privately held company operating an equipment maintenance and storage facility. This means only business activities related to the operation of an equipment maintenance and storage facility may be conducted on the site. No part of the leased land may be used, or permitted to be used, for any purpose contrary to equipment maintenance and storage as herein stated.

**1. TERMS OF LEASE**

1.1 The Term of the Lease shall be for thirty (30) years with three (3) ten (10) year automatic renewal periods. If the Lessee does nothing at the expiration of each of the first two (2), ten (10) year terms, then the lease will automatically renew for the subsequent ten (10) year term subject to the terms and conditions contained in the Lease Agreement. If the Lessee does nothing at the expiration of the full thirty (30) year term, then the term of the lease will

automatically renew for one (1) year terms subject to the terms and conditions contained in the Lease Agreement.

If the Lessee desires to terminate or amend the lease, then the Lessee must give the Lessor a minimum of sixty days written notice, sent to the Lessor at the address of the City Offices, for the City of Deer Lodge. In the event of the Lessee’s death or disability, the Lease may also be terminated by the heirs of the Lessee, with 6 months’ notice, in the event that the Lessee dies, or becomes permanently disabled and is not able to operate Emerine Contracting, LLC. Permanent disability is to be determined by a medical professional, or the social security administration. Provision 3.2 will survive this provision and be applicable in the event that Lessee desires to abandon the lease prior to the lease renewing.

1.2 The City covenants that Lessee will have quiet and peaceful possession of the Lease Premises subject only to the terms and conditions of this Lease, and to observe and perform all of the terms, covenants and conditions applicable to the City in this Lease. Lessee covenants to pay the Rent when due, and to observe and perform all of the terms, covenants and conditions applicable to Lessee in this Lease.

1.3 Condition of Lease Premises. Except as expressly set forth in this Lease, Lessee accepts possession of the Lease Premises on the Commencement Date in their then-current condition on an “AS IS, WHERE IS AND WITH ALL FAULTS” basis.

## 2. RENT

2.1 In consideration therefore, the Lessee shall pay the City an initial annual rent of \$12,000.00 beginning in the third (3) year of this agreement.

2.2 In consideration of the first two years of rent being \$0.00 dollars the Lessee agrees to make improvements on the Lease Property and adjoining commercial park parcels consisting of a gravel access road built to county standards at an approximate cost of \$20,000.00. The City agrees to provide the gravel for the access road. Lessee agrees to have a survey completed, at their cost, for the entire commercial park to establish the neighboring parcels and location of the gravel access road. Finally, Lessee agrees to have the access road completed to the City’s satisfaction within one (1) year of the initiation of this Lease Agreement. Failure to satisfactorily complete the access road within the first year of this agreement shall be grounds for immediate termination of this Lease Agreement.

2.3 After the third (3) lease year, the annual rent will be increased each year by an amount equal to 3% of the prior year’s rate. Annual rent will be in conformance with the rent schedule below. Payments to be made annually on or before **September 6<sup>th</sup> of each year.**

### **Rent Schedule**

Year of Lease	Calendar Period		Annual Increase 3%	Annual Rent
	Start Date (Rent Due)	End Date		
1	6 September, 2022	5 September, 2023		<i>\$0.00</i>
2	6 September, 2023	5 September, 2024		<i>\$0.00</i>
3	6 September, 2024	5 September, 2025		<i>\$12,000.00</i>

4	6 September, 2025	5 September, 2026	\$360.00	<b><i>\$12,360.00</i></b>
5	6 September, 2026	5 September, 2027	\$370.80	<b><i>\$12,730.80</i></b>
6	6 September, 2027	5 September, 2028	\$381.92	<b><i>\$13,112.72</i></b>
7	6 September, 2028	5 September, 2029	\$393.38	<b><i>\$13,506.11</i></b>
8	6 September, 2029	5 September, 2030	\$405.18	<b><i>\$13,911.29</i></b>
9	6 September, 2030	5 September, 2031	\$417.34	<b><i>\$14,328.63</i></b>
10	6 September, 2031	5 September, 2032	\$429.86	<b><i>\$14,758.49</i></b>
11	6 September, 2032	5 September, 2033	\$442.75	<b><i>\$15,201.24</i></b>
12	6 September, 2033	5 September, 2034	\$456.04	<b><i>\$15,657.28</i></b>
13	6 September, 2034	5 September, 2035	\$469.72	<b><i>\$16,127.00</i></b>
14	6 September, 2035	5 September, 2036	\$483.81	<b><i>\$16,610.81</i></b>
15	6 September, 2036	5 September, 2037	\$498.32	<b><i>\$17,109.13</i></b>
16	6 September, 2037	5 September, 2038	\$513.27	<b><i>\$17,622.40</i></b>
17	6 September, 2038	5 September, 2039	\$528.67	<b><i>\$18,151.08</i></b>
18	6 September, 2039	5 September, 2040	\$544.53	<b><i>\$18,695.61</i></b>
19	6 September, 2040	5 September, 2041	\$560.87	<b><i>\$19,256.48</i></b>
20	6 September, 2041	5 September, 2042	\$577.69	<b><i>\$19,834.17</i></b>
21	6 September, 2042	5 September, 2043	\$595.03	<b><i>\$20,429.20</i></b>
22	6 September, 2043	5 September, 2044	\$612.88	<b><i>\$21,042.07</i></b>
23	6 September, 2044	5 September, 2045	\$631.26	<b><i>\$21,673.33</i></b>
24	6 September, 2045	5 September, 2046	\$650.20	<b><i>\$22,323.53</i></b>
25	6 September, 2046	5 September, 2047	\$669.71	<b><i>\$22,993.24</i></b>
26	6 September, 2047	5 September, 2048	\$689.80	<b><i>\$23,683.04</i></b>
27	6 September, 2048	5 September, 2049	\$710.49	<b><i>\$24,393.53</i></b>
28	6 September, 2049	5 September, 2050	\$731.81	<b><i>\$25,125.34</i></b>
29	6 September, 2050	5 September, 2051	\$753.76	<b><i>\$25,879.10</i></b>
30	6 September, 2051	5 September, 2052	\$776.37	<b><i>\$26,655.47</i></b>

2.4 Failure of Lessee to pay rent due under the Lease will result in termination of the Lease. The City may, within 30 days of termination for non-payment, reinstate the Lease upon payment of the past due rent.

2.5 It is the intent of the parties that the Annual Rent provided in this Lease will be a net payment to the City and that the City will not be required to pay any costs or expenses or provide services in connection with the Lease Premises. The City will maintain the gravel access route through the commercial park. Accordingly, Lessee covenants and agrees to separately pay, in addition to the Annual Rent, all utilities and services, and for all maintenance and repairs of the Lease Premises.

### **3. TERMINATION**

#### **3.1 Cancellation by City**

The Lease may be cancelled by the City upon breach of any of the terms of the Lease or any violation by any Lessee of any state or federal law on the premises. Prior to such

cancellation, Lessee will be given written notice and provided a reasonable time, not to exceed 90 days, within which to correct the breach.

The City may cancel the Lease for fraud, misrepresentation, or concealment of facts, which if known would have prevented the issuance of the Lease, nonpayment of annual rent, failure to maintain required insurance, material breach of any of the Lease provisions herein contained: or of any other cause which in the judgement of the City makes the cancellation of the Lease necessary to protect the interest of the City.

The City may cancel the Lease for failure to satisfactorily complete the access road within the initial 12 month period (first year) of this Lease Agreement.

Any cancellation under this section will not entitle Lessee to any refund of rent or exemption from the payment of any rent, penalties, or other compensation due to the City. Further, any cancellation under this section will not entitle Lessee to any refund for improvements the Lessee has made upon the lease premises or the gravel access road within the commercial park.

### **3.2 Lessee Cancellation or Termination**

Lessee may request to cancel or terminate the Lease by writing to the City at least 60 days prior to the end of each ten (10) year rental period. The City may grant or deny the request and may condition the right to cancel or terminate upon payment of reasonable damages caused by the cancellation or termination. Such cancellation at the Lessee's request shall not entitle Lessee to any refund for improvements the Lessee has made upon the lease premises or the gravel access road within the commercial park.

### **3.3 Lessee Peaceably Surrender**

Lessee will, upon the cancellation, expiration, or termination of the Lease peaceably yield and surrender possession of the Lease Premises and any improvements thereon to the City, its agents, or subsequent Lessees.

## **4. IMPROVEMENTS**

### **4.1 Approval**

Any Lessee wishing to install, construct, alter, or remove improvements upon the Lease Premises must apply to the City in writing for such additions or alterations. The application for the activity upon the Lease Premises is subject to approval by the City prior to commencement of work; the City reserves the right to deny any application. Failure of Lessee to obtain written approval from the City may result in termination of the lease or the City may require the lessee to remove unauthorized improvements at Lessees' expense.

It is Lessees' sole responsibility to ensure that all improvements comply with any applicable laws or regulations. All expenses related to improvements are the sole responsibility of Lessee, and Lessee is responsible for any maintenance of improvements. Any and all improvements installed or constructed upon the Lease Premises by Lessee are done at Lessees' own risk.

### **4.2 Utilities**

Any Lessee wishing to install utilities to the Lease Premises must make application under

section 4.1. Upon approval, Lessee, at its own expense, is responsible for installation and maintenance of any facilities necessary for water, sewer, gas, electricity, telephone and other like services to the Lease Premises. Lessee is responsible for any and all initial or recurring utility company charges resulting from the installation of improvements throughout the term of the lease.

#### **4.3 Ownership**

Any and all improvements made upon the Lease Premises and within the commercial park, to include the gravel access road, shall become the sole property of the City and Lessee shall not remove nor damage those improvements without the express written consent of the City.

#### **4.4 Upon Lease Cancellation**

A former Lessee may not access the Lease Premises, including improvements thereupon, after cancellation or expiration of the Lease for any reason without prior written authorization by the City.

##### **4.4.1 Removal of Improvements**

The removal of any improvements requires written notice to the City identifying such improvements the Lessee desires to remove at least 30 days prior to their removal. Prior to the removal of any improvements the Lessee must secure written approval from the City for such removal. Approval of the requested removal of improvements is at the sole discretion of the City and shall not be presumed. The Lessee must coordinate with the City to schedule an inspection of Lease Premises and improvements prior to any removal. Removal of improvements may require site reclamation at the expense of the Lessee.

##### **4.4.2 Transfer of Improvements**

The title to the improvements shall be transferred to the City, if the City consents to such improvement's installation and transfer.

#### **4.5 Water Rights**

Any water right appropriated or secured on the Lease Premises will be in the name of the City.

## **5. ENVIRONMENTAL MATTERS**

5.1 Lessee agrees as follows: Lessee will (a) comply with all Environmental Laws applicable to the operation or use of the Lease Premises by Lessee or the construction, installation, alteration or demolition of any Improvements by Lessee; (b) use reasonable efforts to cause all persons occupying the Lease Premises to comply with all Environmental Laws; (c) immediately pay or cause to be paid all costs and expenses incurred by Lessee in such compliance; and (d) keep or cause the Lease Premises to be kept free and clear of any liens arising from Lessee's use and occupancy of the Lease Premises imposed thereon pursuant to any Environmental Laws.

5.2 If the City has knowledge of any pending or threatened Environmental Claim against Lessee or the Lease Premises or has good reason to believe that Lessee or the Lease Premises are in violation of any Environmental Law, at the City's written request (such request shall describe the basis for such request in reasonable detail), at any time and from time to time, Lessee will allow the City to conduct an environmental site assessment report concerning the Lease Premises.

5.3 At its sole expense, Lessee will conduct any investigation, study, sampling or testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Substances from the Lease Premises, which are on the Lease Premises as a result of Lessee's activities under the Lease, which must be so removed or cleaned up in accordance with the requirements of any applicable Environmental Laws, to the reasonable satisfaction of a professional environmental consultant selected by the City, and in accordance with all such requirements and with orders and directives of all governmental authorities.

5.4 In the event there is an environmental hazard on the property, which is not the fault of the Lessee, and there is a resulting cleanup, the City of Deer Lodge agrees they will suspend rent on the property during the time that the cleanup takes place. In the event there is an existing environmental hazard on the property at the time the lease is entered into, that is of such a magnitude that the EPA or some other governmental agency, State or Federal, determines that a major cleanup is necessary, and that cleanup will interfere with and impact the ability of the Lessee to operate the facility, Lessee, at Lessee's discretion, may immediately terminate the lease without penalty or the application of the provisions found in the Lease Agreement.

## **6. ASSIGNMENT, TRANSFER, AND SUBLETTING**

### **6.1 Assignment**

The Lease may not be assigned by the Lessee.

### **6.2 Transfer through Divestiture of Ownership**

If Lessee, through enforcement of contract, foreclosure, tax sale, or other legal proceeding, ceases to be the owner of Emerine Contracting, LLC, the City may assign the Lease to the party to which title has been transferred, at the City's sole discretion.

### **6.3 Subletting**

The Lessee may not sublet the Lease Premises.

## **7. GENERAL TERMS**

7.1 The City reserves all rights and interests to the Lease Premises other than those specifically granted by this Lease. These reservations include, but are not limited to: mineral, timber, and easements.

7.2 The City has the right to enter the Lease Premises to inspect for compliance with the terms of the Lease at any time.

7.3 Lessee is responsible, at their own expense, for maintaining all roads upon the Lease Premises that are used to access the Lease Premises. Lessee will repair any damage, or ordinary wear to roads resulting from activity.

7.4 Lessee will keep the Lease Premises free of fire hazards. Incinerators, fireplaces, stoves or any other type of burner must be fireproofed by use of spark proof screens. The use of firearms or fireworks is not permitted on the Lease Premises. Lessee will abide by all restrictions on fires which may be in effect at any time and take all reasonable precautions to prevent and suppress fires.

7.5 Lessee has the responsibility of inspecting the Lease Premises, authorized rights-of-way, and adjoining areas for dangerous trees, hanging limbs, and other evidence of any hazardous objects or conditions which could affect the improvements and or pose a risk of injury to individuals, and reporting such conditions to the City in writing. After securing permission from the City to remedy such conditions, Lessee shall remove such hazards.

7.6 Lessee will keep the Lease Premises free of debris, garbage and any hazardous objects or conditions. The City may, at its discretion, require removal of items, including, but not limited to: junk vehicles, building materials, or improvements that are in disrepair.

7.7 Lessee will, at Lessees' expense, keep the land free from noxious weeds. Any chemical application or other appropriate weed control measures must occur according to state law. Any pesticides must be used, stored, and disposed of in accordance with applicable law.

7.8 Lessee will not allow livestock upon the Lease Premises, unless approved by the City in writing.

7.9 Lessee will not cut or otherwise remove any timber or standing trees, or soil or other vegetation upon the Lease Premises unless authorized to do so by the City.

7.10 Lessee will protect all land survey monuments and markers. In the event that a land marker or monument is destroyed, the City may contract to reestablish it in the same location, at Lessees' expense.

7.11 The Lease will not be modified or amended except as in writing signed by the City and Lessee

7.12 Lessee agrees to use the leased land only for the operation of Emerine Contracting, LLC, an equipment maintenance and storage facility, which shall be operated in accordance with applicable local and state laws and regulations.

7.13 Lessee agrees to not use or occupy said lease premises for any unlawful purpose under either local, state and/or federal law; and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the lease premises.

7.14 Lessee agrees to conduct ordinary day-to-day maintenance so as to keep all leased property in a good state of repair to the satisfaction of the Superintendent of Public Works.

7.15 Any action in law, suit in equity or judicial proceeding for the enforcement of this Lease or any provision thereof shall be instituted or maintained in the Third Judicial District Court, Powell County, State of Montana.

7.16 If any provision of this Lease is held invalid or unenforceable, all other provisions shall not be affected. With respect to any provision held invalid or unenforceable, the Parties shall amend or modify this Lease as necessary to affect as closely as possible the Parties' original intent.

7.17 Lessee agrees to leave all leased property at the expiration or prior to termination of this Lease and any renewal thereof in as good a condition as received, except for ordinary and reasonable wear and tear, damage by the elements and damages whereof the City is compensated by insurance or otherwise.

7.18 Lessee agrees that the lease premises shall not be used in any manner that would discriminate against any person on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

7.19 This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by both parties.

7.20 The individuals signing this Lease on behalf of the City and Lessee represent and warrant that they are empowered and duly authorized to bind the City or Lessee, as the case may be, to this Lease according to its terms.

7.21 No waiver of any provision of this Lease will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

7.22 The City and Lessee agree that neither any provision of this Lease nor any act of the parties will be deemed to create any relationship between the City and Lessee other than the relationship of Lessor and Lessee.

7.23 Regardless of any statutory rights, each party agrees to bear their own costs, charges and expenses, including the fees and out-of-pocket expenses of attorneys, agents and others retained, incurred in successfully enforcing the other party's obligations under this Lease.

7.24 Time is expressly declared to be of the essence of this Lease.

## **8. LIABILITY AND INDEMNIFICATION**

8.1 During the term of this Lease and during any period after the expiration or cancellation of this Lease the Lessee will: Assume all liability for any injury, property damage or loss to or by



any persons resulting from any cause upon the Lease Premises; and indemnify the City and save, protect, defend, and hold harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney fees), causes of action, suits, claims or causes whatsoever while in or upon said lease premises; and satisfy, pay and discharge any and all judgments and fines that may be recovered against the City in any such action. The City disclaims any warranty of title to the Lease Premises and any improvements. Lessee enters into the Lease based solely upon Lessees' investigation of title and determination of improvements ownership upon the Lease Premises. The City has no liability of any kind related to Lessees' improvements.

8.2 Lessee agrees to obtain, at its own expense, and to keep in full force and effect during the term of this Lease the following insurance coverage. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all valid and collectable coverage's maintained by the Lessee with respect to this Lease. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

**8.3 Comprehensive General Liability** – Said coverage shall have limits of not less than \$2,000,000.00 per claim, \$2,000,000.00 per occurrence, combined single limit for bodily injury and property damage.

8.4 Lessee shall name, as an additional insured, the City of Deer Lodge. The Lessee shall furnish to the City of Deer Lodge **prior to signing of this lease on September 6<sup>th</sup>, 2022**, a certificate of insurance including a copy of Additional Insured Endorsement as evidence that the required coverage is in effect.

8.5 Should Lessee fail to provide such certificate(s) or make other arrangements as required by this Lease, the City may cancel the Lease, provided, however, that Lessee shall have a period of ten (10) business days from the day of written notice from the City to Lessee within which to cure any default prior to termination.

8.6 Lessee agrees to indemnify, hold harmless and defend the City of Deer Lodge, its officers, directors, agents, servants and employees ("indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance by Lessee. Such indemnification by Lessee shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Deer Lodge.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their hands and seal to be fixed this day and year hereinabove written.

LESSEE, GARY CHILCOTT for EMERINE CONTRACTING, LLC:

By: \_\_\_\_\_

Owner

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by GARY CHILCOTT, for EMERINE CONTRACTING, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

LESSOR, CITY OF DEER LODGE, MT:

By: \_\_\_\_\_

Jim Jess  
MAYOR  
CITY OF DEER LODGE, MT

STATE OF MONTANA )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Jim Jess, Mayor, City of Deer Lodge, MT.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit "A"

A TRACT OF LAND BEING A PORTION OF THE STUART ADDITION TO THE CITY OF DEER LODGE, LOCATED IN THE SW ¼ OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 9 WEST, P.M., M., POWELL COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33, TOWNSHIP 8 NORTH, RANGE 9 WEST, P.M. M.; THENCE N. 36°49'02"E., 1374.29 FT., TO THE TRUE POINT OF BEGINNING OF LEASE TRACT A; THENCE S.87°25'00"E., ALONG THE NORTH BOUNDARY OF SAID TRACT HEREIN DESCRIBED, 202.00 FT.; THENCE S. 02°35'00"W., ALONG THE EAST SIDELINE OF PARK STREET, WHICH IS COMMON TO THE EAST BOUNDARY OF SAID TRACT HEREIN DESCRIBED, 300.00 FT., THENCE S. 47°35'00"W., ALONG SAID EAST BOUNDARY, 113.14 FT.; THENCE S. 02°35'00" W., ALONG THE WEST SIDELINE OF PARK STREET, WHICH IS COMMON TO SAID EAST BOUNDARY OF SAID TRACT HEREIN DESCRIBED, 130.00 FT.; THENCE N. 87°25'00" WEST., ALONG THE SOUTH BOUNDARY OF SAID TRACT HEREIN DESCRIBED , 305.00 FT.; THENCE NORTHERLY, ALONG THE EAST BANK OF THE CLARK FORK RIVER, WHICH IS COMMON TO THE WEST BOUNDARY OF SAID TRACT HEREIN DESCRIBED, THE FOLLOWING 5 (FIVE) COURSES: N. 23°37'15" E., 139.28 FT.; N. 37°05'31" E., 97.08 FT.; N.21°40'37" E., 137.57 FT.; N. 09°42'30" E., 40.31 FT., AND N. 14°44'18" E., 132.98 FT., TO THE POINT OF BEGINNING, CONTAINING 2.95 ACRES OF LAND.

MAP:



Organization Name	Entity Type	Organization Address	Request	Description	Is Request Reasonable?	Justification	Additional Information Requested	Improvement Program (Priority)	Additional Information Provided (If Applicable)	Funding Recommended	Funding Description (If Applicable)
Big Sky Inn/Elk House Expo	Deer Lodge	PO Box 21, Deer Lodge, MT 59722	\$1,000.00	Rebate cost of plates and t-shirts used for arrival and departure party in Deer Lodge	Yes	2020 revenue declined, lack of revenue	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Browsing Birn Books	Business	515 Main St, Deer Lodge, MT 59722	None	Self-walk repair in front of building	Yes	None	None	Yes	Self-walk repair in front of building	\$400.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Teressa's Maine Attraction	Business	515 Main St, Deer Lodge, MT 59722	None	Self-walk repair in front of building	Yes	None	None	Yes	Self-walk repair in front of building	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Montana Made	Business	517 Main St, Deer Lodge, MT 59722	None	Self-walk repair in front of building	Yes	None	None	Yes	Self-walk repair in front of building	\$500.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Collier Brothers Theatre	Business	405 Missouri Ave, Deer Lodge, MT 59722	\$2,000.00	Urgent roofing work, trim, paint and repainting	Yes	Urgent roofing work, trim, paint and repainting	None	Yes	None	\$2,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge Art Club	5000(B)	925 Main St, Deer Lodge, MT 59722	\$1,000.00	Square P&E	Yes	Lack of revenue from gallery closing and lower months	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge Liquor Store	Business	303 Main St, Deer Lodge, MT 59722	\$5,000.00	Energy efficient air conditioning and LED lighting	Yes	None	None	Yes	None	\$5,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge Woman's Club	5000(B)	405 Missouri Ave, Deer Lodge, MT 59722	\$5,000.00	Rebate of freight home preservation and heating in driveway, remodeling (ceiling)	Yes	Income is down due to flow, which periodically closed during COVID	Proof of loss of 2020-21 revenue	Yes	Proof of loss of 2020-21 revenue	\$5,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge BPOE Elk Lodge	5000(B)	233 Main St, Deer Lodge, MT 59722	\$3,000.00	15 60x60x80 tile floor	Yes	Tiles are used for fundraising events, and need to be replaced	Proof of loss of 2020-21 revenue	Yes	Proof of loss of 2020-21 revenue	\$3,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Grace Baptist Church	Church	90 Box 66, Deer Lodge, MT 59722	\$500.00	Income used for a variety of 2021 operating expenses	Yes	Church reduced expenses and reduced ministry in an attempt to do donations	Proof of loss of 2021 operations	Yes	Proof of loss of 2021 operations	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Herdly Able Logging/Excavating	Business	818 Elm St, Deer Lodge, MT 59722	\$3,000.00	Income used for increase costs of fuel and parts	Yes	Revenue decline and cost increased as a result of COVID	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Log Wood	Business	1115 Sweet St, Deer Lodge, MT 59722	\$3,000.00	Wages, transportation, utilities, supplies, truck, materials	Yes	Business had no work due to lack of materials and fuel	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Jay's Small Engine Repair	Business	505 Main St, Deer Lodge, MT 59722	\$5,000.00	Refr, utilities, payroll, improvements, business vehicle	Yes	Increased costs required business to absorb costs to not increase charges. Make difficult to do improvements	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Powell County Public Transit/ Council on Aging	Domestic Nonprofit Corporation	409 Missouri Ave, Deer Lodge, MT 59722	\$3,000.00	Insurance and fuel increase (more insurance required by COVID), help provide financial assistance to employees	Yes	Retirees Able Aging funds to assist them over 65	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Precision Garage Door	Business	71 First Street, Deer Lodge, MT 59722	\$3,000.00	Special order for repairs, painting, and seal coats	Yes	Special order for repairs, painting, and seal coats	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Elk House Improvements	Business	100 Main Street, Deer Lodge, MT 59722	\$3,000.00	High level company to install/replace new living along with other projects. Drive grant is approved all city projects. Repair roof groying and have to cover	Yes	Drop in business caused revenue to be an overstretch	None	Yes	None	\$1,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
RASS Trainer	Business	409 Box 66, Deer Lodge, MT 59722	\$500.00	New AGO license for RASS training business's 22 years old	Yes	None	None	Yes	None	\$500.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Rialto Community Theatre, Inc.	501(C)(3)	PO Box 874, Deer Lodge, MT 59722	\$2,450.00	Reimbursement for COVID-related expenses, backstage apron and supplies, lunching together, lunching out	Yes	Expenses required to stay open and keep patrons and staff safe. Provided franchises of cost	None	Yes	None	\$2,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Snow White Construction	Business	409 Box 66, Deer Lodge, MT 59722	\$5,000.00	Equipment for last year, other equipment	Yes	Business has decreased and cash flow decreased due to COVID. Request for grant for equipment	None	Yes	None	\$2,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge Valley Foods	Business	711 Main St, Deer Lodge, MT 59722	\$3,385.00	RTV's for advertising and marketing advertising local events	Yes	Inflation and product changes has driven prices up. Sign would advertise aggressive pricing to bring people in, as well as provide advertisement for community events	None	Yes	None	\$3,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Deer Lodge Assembly	Exempt	602 2nd St, Deer Lodge, MT 59722	\$1,300.00	In-ground irrigation system	Yes	Increased costs during COVID from law-ensuring irrigation, PVC and other utility materials	Cost of items waiting reimbursement for	Yes	Cost of items waiting reimbursement for	\$1,300.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Montana Made - The Lilliepad Boutique	Business	517 Main St, Deer Lodge, MT 59722	\$5,000.00	Rebate lower management offer	Yes	Operates in remote location, which required potential revenue to be lost to stay open during COVID	None	Yes	None	\$5,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Montana Music Company	Business	427 Main St, Deer Lodge, MT 59722	\$5,000.00	Help with monthly rent, utilities, and inventory. Improve storefront appearance, lighting, signage, help marketing information	Yes	Work over facing business to continue to provide music services to patrons and employees	None	Yes	None	\$5,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.
Discover Deer Lodge	5000(B)	PO Box 385, Deer Lodge, MT 59722	\$10,000.00	Covering costs of required and unanticipated activities	Yes	Covering requests for housing and other activities during COVID. Loss of revenue from lack of events in 2020-21, equating \$4-5k.	None	Yes	None	\$5,000.00	Entity requires high level of funding. Entity is in a high amount of business in City and this is a vital investment of City funds.

TOTAL FUNDING \$50,000.00

## Cyndi Thompson

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**From:** George Smith  
**Sent:** Monday, August 22, 2022 10:16 AM  
**To:** Cyndi Thompson; Jordan Green  
**Subject:** Finance Committee

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Can I get on the Finance Committee to discuss Ron Slauson's raise?

Ron's start date was August 26, 2022. I would like to move Ron to the pay level of a certified officer (from \$20.55/hr. to \$21.55/hr.) He has excelled through his training and has the time to be certified. Due to no fault of his own Ron has not been able to attend the academy yet. He has received two on the job injuries that have prevented him from attending. He is now recovered and will attend the January class. Ron has exceeded the expectations of a new officer. He is now certified to teach less lethal weapons use and also defensive tactics. Ron donates 1.5 to 2 hours a week working with local law enforcement officers on defensive tactics. Ron works the night shift often alone and I am confident in his abilities to handle any and all situations that arise.

Chief George Smith  
City of Deer Lodge Police Department  
300 Main St  
Deer Lodge, Mt 59722  
Phone 406-846-9585  
Fax 406-846-2500

## **SUB-CHAPTER 11.01.030: APPLICATION OF DISTRICT REGULATIONS**

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### **SECTIONS:**

#### **11.01.030.010.... APPLICATION OF DISTRICT REGULATIONS**

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##### **11.01.030.010: APPLICATION OF DISTRICT REGULATIONS**

- A. Except as provided in 11.01.170: R-3, RESIDENTIAL HIGH DENSITY, 11.01.170.040: LOT COVERAGE AND FLOOR AREA and 11.01.170.050: PROPERTY LINE SETBACKS with respect to supplementary regulations and nonconforming lots, uses and structures, the regulations set by this section shall be the minimum regulations and all regulations as categorized shall apply uniformly to each class or kind of structure or land and particularly;
1. No building or other structure shall hereafter be erected or altered:
    - a. To exceed the ~~maximum height of the zoning district or bulk;~~
    - b. ~~to accommodate or house a greater number of families;~~
    - c. ~~To occupy a greater percentage of lot area;~~
    - d-b. To have narrower or smaller ~~rear yards,~~ front yards. ~~Additions cannots impede on the minimum setback requirements of the zoning district, side yards, or other open spaces.~~
- B. No part of any yard, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this Sub-Chapter shall be included as part of a yard, open space, or off-street Parking or loading space similarly required for any other building.
- C. No yard or existing lot at the time of adoption of this Sub-Chapter shall be reduced in dimensions or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Sub-Chapter shall meet at least the minimum requirements established by this Sub-Chapter.
- D. All territory which may hereafter be annexed to the City or the City's extraterritorial limits shall be considered to be in a similar or nearest classification district as designated by any county zoning Ordinance. However, the City Council shall determine the appropriate zoning for any and all areas to be annexed to the City or to be annexed to the City's extraterritorial limits but shall request a recommendation from the Deer Lodge City Planning Board and shall take into consideration the area Growth Policy.
1. When such zoning of annexed territory is to be effective at the time of such annexation, the Planning Board shall have held a public hearing in order that the City Council may determine the proper zoning by an amendment to be effective upon the effective date of such annexation.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)



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**SUB-CHAPTER 11.01.040: SUPPLEMENTARY REGULATIONS**

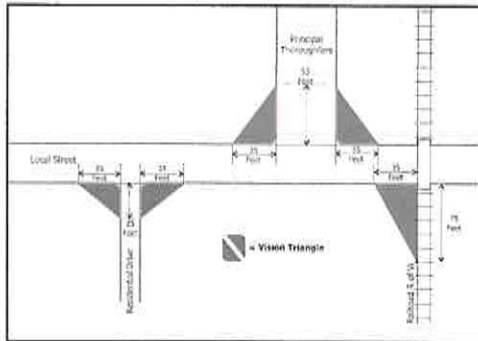
**SECTIONS:**

- [11.01.040.010.... VISIBILITY AT INTERSECTIONS](#)
- [11.01.040.020.... ACCESSORY BUILDINGS](#)
- [11.01.040.030.... PRINCIPAL STRUCTURES](#)
- [11.01.040.040.... EXCEPTIONS TO HEIGHT REGULATIONS](#)
- [11.01.040.050.... STRUCTURES TO HAVE ACCESS](#)
- [11.01.040.060.... FALLOUT SHELTERS](#)
- [11.01.040.070.... OUTDOOR LIGHTING](#)
- [11.01.040.080.... OUTSIDE STORAGE, ENCLOSURE REQUIRED](#)
- [11.01.040.090.... CORNER LOTS](#)
- [11.01.040.100.... PROTECTION OF STREET RIGHT-OF-WAY](#)
- [11.01.040.110.... FENCES, WALLS, AND HEDGES](#)
- [11.01.040.120.... LOTS IN TWO DISTRICTS](#)
- [11.01.040.130.... SWIMMING POOLS](#)
- [11.01.040.140.... YARD ENCROACHMENTS](#)
- [11.01.040.150.... STOP ORDER](#)

**11.01.040.010: VISIBILITY AT INTERSECTIONS**

- A. To ensure sufficient vision at intersections, no fence, wall, hedge, shrub, structure, or other obstruction to view which exceeds 42-inches in height shall be erected, installed, or maintained within a triangle formed by the property line immediately adjacent to a residential drive, local street, principal thoroughfare, or railroad right-of-way according to the following distances.

Street / Road Type	Required Distance from Intersections
Residential drive	25 feet
Local street	35 feet
Principal thoroughfare	55 feet
Railroad right-of-way	75 feet



(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.020: ACCESSORY BUILDINGS

- A. No accessory building shall be in any required front yard. Placement of an accessory building on any property shall comply with current building code.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.030: PRINCIPAL STRUCTURES

- A. In any district, more than one structure housing a permitted and customary accessory use may be erected on a single lot or tract of land, provided that yard, utility, and other requirements of this Code shall be met for each structure as though it were on an individual lot.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.040: EXCEPTIONS TO HEIGHT REGULATIONS

- A. The height limitations contained in any district regulations do not apply to spires, belfries, cupolas, chimneys, water tanks, ventilators, elevator housing, grain elevators, or other agriculture buildings, except where prohibited by Federal Aviation Regulations.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.050: STRUCTURES TO HAVE ACCESS

- A. Every building hereafter erected or moved shall be on a lot adjacent to a public street, or with access to an approved private street, and all structures shall be located on lots as to provide safe convenient access for servicing, fire protection, and required off-street parking.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.060: FALLOUT SHELTERS

- A. Fallout shelters to protect human life during periods of danger may be constructed in or under any required yard, except that if constructed in a front yard or side yard, none of it may protrude above the average grade of the lot.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.070: OUTDOOR LIGHTING

- A. Outdoor lighting of trees, bushes, fountains, swimming pools, or grounds of residences shall not illuminate or be reflected upon any adjacent property.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

11.01.040.080: OUTSIDE STORAGE, ENCLOSURE REQUIRED

- A. All salvage dealers, or other persons accumulating, depositing, or storing salvage, raw material, manufacturing material, building material, or other materials within the City of Deer Lodge limits when the accumulating, depositing, or storing thereof shall be without a building or not within a building, either now stored, deposited, or accumulated, or hereafter so deposited, stored or accumulated, shall fence surrounding said materials with a sight obscuring fence at least six feet high, to enclose said materials from public view from outside the enclosure and must comply with all regulations within the district in which it is located.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

## **SUB-CHAPTER 11.01.110: LANDSCAPING**

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### **SECTIONS:**

#### [11.01.110.010.... INTENT](#)

#### [11.01.110.020.... APPROPRIATE LANDSCAPING MATERIALS](#)

#### [11.01.110.030.... IRRIGATION AND MAINTENANCE REQUIREMENTS](#)

#### [11.01.110.040.... CLEAR VISION STANDARDS](#)

#### [11.01.110.050.... COMMERCIAL SITE PLAN, COMPLETION OF LANDSCAPING, AND BOND](#)

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#### **11.01.110.010: INTENT**

- A. The intent of this Ordinance is to protect the health, safety and welfare of the public by enhancing the beauty of the city, by protecting the character and stability of different uses of property, by preserving the value of land and buildings, by retarding the spread of noxious weeds, and other purposes beneficial to the public.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

#### **11.01.110.020: APPROPRIATE LANDSCAPING MATERIALS**

- A. Appropriate landscaping materials shall include ~~turf, shrubs, trees, flower beds, vines or other live plant coverplants, mulch, and rock.~~

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

#### **11.01.110.030: IRRIGATION AND MAINTENANCE REQUIREMENTS**

- A. All landscaping elements shall be maintained in good growing conditions and kept free of weeds, debris and litter, and whenever necessary, replace with new plant materials to ensure continued compliance with this Sub-Chapter. All walls and fences shall be maintained in good condition and, when necessary, be repaired or replaced. The owner of the property shall be responsible for compliance with this Sub-Chapter.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

#### **11.01.110.040: CLEAR VISION STANDARDS**

- A. All landscaped areas must comply with the clear vision standards for intersections and driveways, including the allowed height and placement of fences, walls, signs, landscaping materials, in addition to other objects located within the clear vision triangles(s)

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

#### **11.01.110.050: COMMERCIAL SITE PLAN, COMPLETION OF LANDSCAPING, AND BOND**

- A. A fully dimensional site plan of all proposed landscaping, including the composition of the landscaping and installation details shall be submitted with a building permit application under **11.01.260.020: PERMIT**.

1. A certificate of occupancy for the property shall not be issued until the landscaping is completed, or a bond in the amount of 150-percent of the cost of completion of the landscaping is provided to the City.
2. The cost of completion of the landscaping shall be determined by a professional landscaping business.

3. The bond shall be in the form of cash, certificate of deposit; letter of credit issued by a federally insured lending institution, completion bond issued by an approved insurance or bonding company.
4. The bond shall also be based on a written contract between the City of Deer Lodge and the contractor.
5. In the event that the landscaping is not completed according to the approved plan within one (1) year after the issuance of the certificate of occupancy, the City may obtain the proceeds from the bond and contract to have the landscaping completed.
6. The applicant shall be responsible for the entire cost of completing the landscaping, including any cost in excess of the amount of the bond.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**SUB-CHAPTER 11.01.150: R-1 – RESIDENTIAL, SINGLE-FAMILY DISTRICT, LOW DENSITY**

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**SECTIONS:**

- [11.01.150.010.... INTENT](#)
  - [11.01.150.020.... PERMITTED USES](#)
  - [11.01.150.030.... LOT AREA AND WIDTH](#)
  - [11.01.150.040.... LOT COVERAGE AND FLOOR AREA](#)
  - [11.01.150.050.... PROPERTY LINE SETBACKS](#)
  - [11.01.150.060.... BUILDING HEIGHT](#)
  - [11.01.150.070.... OFF-STREET PARKING](#)
  - [11.01.150.080.... OFF-STREET LOADING](#)
  - [11.01.150.090.... MODULAR HOME REQUIREMENTS](#)
  - [11.01.150.100.... PERMITTED CONDITIONAL USES](#)
- 

**11.01.150.010: INTENT**

- A. The intent of this district is to provide for low density single-family residential development and to provide for such community facilities and services as will serve the area's residents *while* protecting the residential character and quality of the area.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.020: PERMITTED USES**

- A. The following are permitted uses:
1. Accessory uses.
  2. Conditional uses provided in **11.01.150: R-1, RESIDENTIAL, SINGLE-FAMILY DISTRICT, LOW DENSITY, 11.01.150.100: PERMITTED CONDITIONAL USES** of this Title and subject to the provisions as prescribed.
  3. Minor Home Occupations.
  4. Newly Constructed one-family Dwellings.
  - 4-5. ~~Duplexes, Triplexes, and Fourplexes.~~
  - 5-6. Open Space.
  - 6-7. Private and Public Child Care Facilities.
  - 7-8. Temporary building for and during construction only.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.030: LOT AREA AND WIDTH**

- A. **Any newly created lots** for this area for any use in this district shall be no less than ~~510,000~~ square feet and no lot width shall be less than ~~4080~~ feet.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.040: LOT COVERAGE AND FLOOR AREA**

- A. Not more than ~~605040~~-percent of the lot area shall be occupied by the principal and accessory buildings.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

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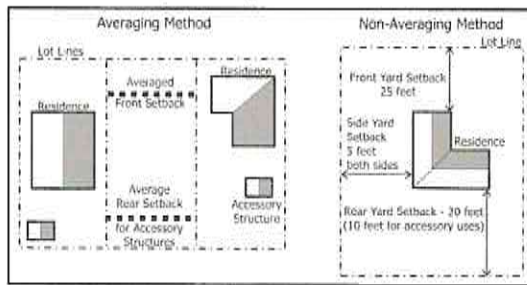
**11.01.150.050: PROPERTY LINE SETBACKS**

A. The average of the existing setbacks of the lots on both sides and to the rear of the subject property will determine the property line setbacks. The following rules apply in calculating the average:

1. The setbacks used for the calculations must be for the same type of structure that is being averaged.
2. Only the setbacks on the lots that abut each side of the subject property and are on the same street may be used.
3. The rear setbacks directly opposite the subject property are applicable to determine the rear setbacks.
4. Setbacks across the street or along a different street are unacceptable.

B. The following minimum setbacks are required when the use of averaging method is not applicable:

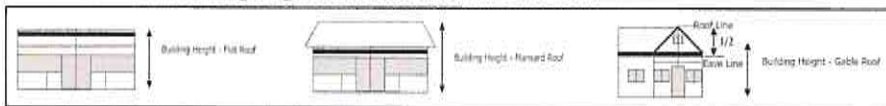
1. Front Setback – 25 feet
2. Rear Setback, principal structure – 20 feet
3. Rear Setback, accessory uses – 10 feet
4. Side – 5 feet each side (07.05.16)



*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.060: BUILDING HEIGHT**

A. Maximum building height in this district shall be 24 feet.



*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.070: OFF-STREET PARKING**

A. Off-street parking shall be provided.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.150.080: OFF-STREET LOADING**

Reserved

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

11.01.150.090: MODULAR HOME REQUIREMENTS

- A. Modular homes located in the R-1 district shall be situated on a permanent foundation that shall meet current International Building Codes adopted by the City of Deer Lodge and any regulations set forth by the Montana State Building Codes Bureau. Modular homes in this district *can* be no *less* than twenty four (24) feet in width *and shall* have a minimum of a 4:12 pitched roof.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

11.01.150.100: PERMITTED CONDITIONAL USES

- A. The following uses may be permitted as conditional uses in the R-1, Residential, Single-Family District:

1. Churches.
2. Country Clubs.
- ~~3. Duplexes.~~
- ~~4.3.~~ Golf Courses.
- ~~5.4.~~ Libraries.
- ~~6.5.~~ Major Home Occupations
- ~~7.6.~~ Private and Public Schools, Elementary.
- ~~8.7.~~ Private and Public Schools, Junior High.
- ~~9.8.~~ Private and Public Schools, High.
- ~~10.9.~~ Private and Public Parks.
- ~~11.10.~~ Private and Public Playgrounds.
- ~~12.11.~~ Private and Public Universities and Colleges.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*



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**SUB-CHAPTER 11.01.160: R-2 – RESIDENTIAL-SINGLE FAMILY AND MANUFACTURED HOMES**

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**SECTIONS:**

- [11.01.160.010.... INTENT](#)
  - [11.01.160.020.... PERMITTED USES](#)
  - [11.01.160.030.... LOT AREA AND WIDTH](#)
  - [11.01.160.040.... LOT COVERAGE AND FLOOR AREA](#)
  - [11.01.160.050.... PROPERTY LINE SETBACKS](#)
  - [11.01.160.060.... BUILDING HEIGHT](#)
  - [11.01.160.070.... OFF-STREET PARKING](#)
  - [11.01.160.080.... OFF-STREET LOADING](#)
  - [11.01.160.090.... MANUFACTURED HOME INSTALLATION STANDARDS](#)
  - [11.01.160.100.... PERMITTED CONDITIONAL USES](#)
- 

**11.01.160.010: INTENT**

- A. The intent of this district is to provide for medium density single-family residential development, including manufactured homes, and to provide for such community facilities and services as will serve the area’s residents while protecting the residential character and quality of the area.

*(Ordinance 163 – 12/19/2016; Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021; Effective 01/21/2022)*

**11.01.160.020: PERMITTED USES**

- A. Permitted uses include:
1. Accessory uses.
  2. Conditional uses provided in **11.01.160: R-2, RESIDENTIAL-SINGLE FAMILY AND MANUFACTURED HOMES, Section 11.01.160.100: PERMITTED CONDITIONAL USE** and subject to the provisions as prescribed.
  3. Newly constructed one-family dwellings.
  4. Manufactured Homes, subject to the following restrictions:
    - a. Manufactured homes ~~must~~ may be single, be double, or triple wide. ~~Single-wide manufactured homes are prohibited, allowed, but must be manufactured less than 20 years prior to their date of placement.~~
    - b. The area beneath the manufactured home structure shall be enclosed with materials that are aesthetically consistent with concrete or masonry foundations.
    - c. All towing apparatus, wheels, axles and transporting lights must be removed.
    - d. The front of the home must face the street with exterior facades consisting of vinyl or wood siding, stone, brick, or other non-metallic material.
    - e. The pitch of the roof must be at least 3:12 with a minimum of six inches of overhang and be finished with a type of shingle that is commonly used in standard residential construction.

- f. The home must have a properly constructed porch of at least three square feet outside each door with attached stairs.
- g. The double or triple-wide homes must have been manufactured after June 15, 1976 and have a HUD seal showing compliance with federal standards. Single-wide homes must be built less than 20 years prior to the date of placement.
- h. If a property owner seeks to replace an existing manufactured home on the same lot with another manufactured home, the proposed new manufactured home must be both newer and at least as large as the previous home in living space, comply with all other applicable standards.  
~~— The proposed new manufactured home must also comply with all other applicable standards.~~

4-5. Duplexes, Triplexes, Fourplexes.

5-6. Open Space.

6-7. Temporary buildings for and during construction only.

7-8. Private and public childcare facilities.

8-9. Government facilities and uses.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

11.01.160.030: LOT AREA AND WIDTH

- A. **Any newly created lots** for this area in this district shall be no less than 75,000 square feet and no lot width shall be less than 460 feet.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

11.01.160.040: LOT COVERAGE AND FLOOR AREA

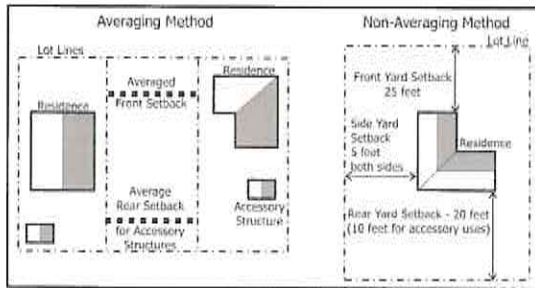
- A. Not more than 605040 percent (5040%) of the lot area shall be occupied by the principal and accessory buildings.
- B. Each newly constructed dwelling, and each manufactured home shall have a minimum of 700 square feet of floor area.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

11.01.160.050: PROPERTY LINE SETBACKS

- A. The average of the existing setbacks of the lots on both sides and to the rear of the subject property will determine the property line setbacks. The following rules apply in calculating the average:
  - 1. The setbacks used for the calculations must be for the same type of structure that is being averaged.
  - 2. Only the setbacks on the lots that abut each side of the subject property and are on the same street may be used. The rear setbacks directly opposite the subject property are applicable to determine the rear setbacks. Setbacks across the street or along a different street are unacceptable.
- B. The following minimum setbacks are required when the use of averaging method is not applicable:

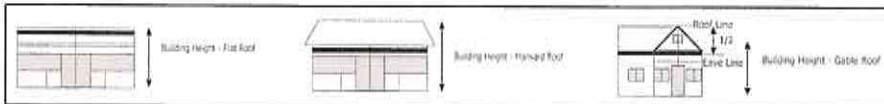
1. Front Setback: 25 feet
2. Rear Setback, principal structure: 20 feet
3. Rear Setback, accessory structure: 10 feet
4. Side Setbacks: 5 feet each side



*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 166 – 05/07/2018: Effective 06/08/2018; Ordinance Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.160.060: BUILDING HEIGHT**

- A. Maximum building height in this district shall be 24 feet.



*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.160.070: OFF-STREET PARKING**

- A. Off-street parking shall be provided.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.160.080: OFF-STREET LOADING**

Reserved.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.160.090: MANUFACTURED HOME INSTALLATION STANDARDS**

- A. Manufactured homes will be installed as per the requirements set forth in **11.01.060: MANUFACTURED HOME PARKS** of this Code.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

**11.01.160.100: PERMITTED CONDITIONAL USES**

- A. The following uses may be permitted as conditional uses in the R-2 Residential, Single-Family and Manufactured Homes:

1. Churches.
2. Country Clubs.

~~3.~~ Duplexes.

~~4.~~ Four-plexes.

~~5.~~<sup>3.</sup> Golf Courses.

~~6.~~<sup>4.</sup> Libraries.

~~7.~~<sup>5.</sup> Major Home Occupations.

~~8.~~<sup>6.</sup> Private and Public Schools, Elementary.

~~9.~~<sup>7.</sup> Private and Public Schools, Junior High.

~~10.~~<sup>8.</sup> Private and Public Schools, High.

~~11.~~<sup>9.</sup> Private and Public Parks.

~~12.~~<sup>10.</sup> Private and Public Playgrounds.

~~13.~~<sup>11.</sup> Bed and Breakfast Inn.

~~14.~~<sup>12.</sup> Relocated Single-Family Dwelling Unit.

~~15.~~<sup>13.</sup> Storage Units.

~~16.~~<sup>14.</sup> Professional Offices.

*(Ordinance 163 – 12/19/2016: Effective 01/20/2017; Ordinance 2021-15 – 12/20/2021:  
Effective 01/21/2022)*

## SUB-CHAPTER 11.01.170: R-3 – RESIDENTIAL HIGH DENSITY

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### SECTIONS:

[11.01.170.010.... INTENT](#)

[11.01.170.020.... PERMITTED USES](#)

[11.01.170.030.... LOT AREA AND WIDTH](#)

[11.01.170.040.... LOT COVERAGE AND FLOOR AREA](#)

[11.01.170.050.... PROPERTY LINE SETBACKS](#)

[11.01.170.060.... BUILDING HEIGHT](#)

[11.01.170.070.... OFF-STREET PARKING](#)

[11.01.170.080.... OFF-STREET LOADING](#)

[11.01.170.090.... PERMITTED CONDITIONAL USES](#)

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#### 11.01.170.010: INTENT

- A. The intent of this district is to provide for the development of medium density apartments. The district should provide a variety of housing types to serve the varied housing needs of area residents.

*(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)*

#### 11.01.170.020: PERMITTED USES

- A. The following are permitted uses:

1. Apartments.
2. Accessory uses.
3. Churches.
4. Conditional uses provided in **11.01.170.090: PERMITTED CONDITIONAL USES** of this Subchapter and subject to the provisions as prescribed.
5. Efficiency Units.
6. Minor Home Occupations.
7. Multi-family Dwellings.
8. Newly Constructed Single-family Dwellings.

~~Manufactured Homes, subject to the following restrictions:~~

~~— Manufactured homes must be double or triple wide. Single-wide manufactured homes are allowed, but must be manufactured less than 20 years prior to their date of placement.~~

~~— The area beneath the manufactured home structure shall be enclosed with materials that are aesthetically consistent with concrete or masonry foundations.~~

~~— All towing apparatus, wheels, axles and transporting lights must be removed.~~

~~— The front of the home must face the street with exterior facades consisting of vinyl or wood siding, stone, brick, or other non-metallic material.~~

~~— The pitch of the roof must be at least 3:12 with a minimum of six inches of overhang and be finished with a type of shingle that is commonly used in standard residential construction.~~

- ~~— The home must have a properly constructed porch of at least three square feet outside each door with attached stairs.~~
- ~~— The home must have been manufactured after June 15, 1976 and have a HUD seal showing compliance with federal standards.~~
- ~~— If a property owner seeks to replace an existing manufactured home on the same lot with another manufactured home, the proposed new manufactured home must be both newer and at least as large as the previous home in living space.~~
- 8. The proposed new manufactured home must also comply with all other applicable standards.

9. Open Space.
10. Rooming and Boarding Houses (maximum of five rooming units plus family quarters.).
11. Temporary building for and during construction only.
12. Private and Public Childcare Facilities.
13. Private and Public Day Care Homes.

*(Ordinance 2021-15 – 12/20/2021; Effective 01/21/2022)*

11.01.170.030: LOT AREA AND WIDTH

- A. Minimum area for any newly created lots shall not be less than 5,000 square feet with a lot width of at least 450 feet

*(Ordinance 2021-15 – 12/20/2021; Effective 01/21/2022)*

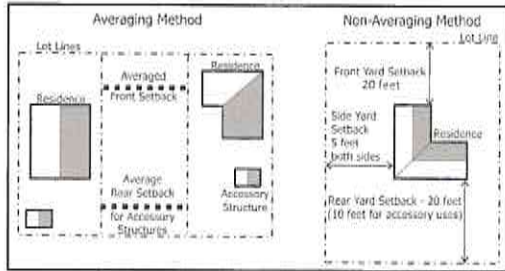
11.01.170.040: LOT COVERAGE AND FLOOR AREA

- A. Not more than 6050-percent of the lot area shall be occupied by the principal and accessory buildings. Each dwelling unit shall have a minimum of 550 square feet of floor area.

*(Ordinance 2021-15 – 12/20/2021; Effective 01/21/2022)*

11.01.170.050: PROPERTY LINE SETBACKS

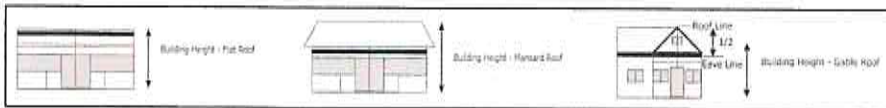
- A. The average of the existing setbacks of the lots on both sides and to the rear of the subject property will determine the property line setbacks. The following rules apply in calculating the average:
  1. The setbacks used for the calculations must be for the same type of structure that is being averaged.
  2. Only the setbacks on the lots that abut each side of the subject property and are on the same street may be used.
  3. The rear setbacks directly opposite the subject property are applicable to determine the rear setbacks.
  4. Setbacks across the street or along a different street are unacceptable.
- B. The following minimum setbacks are required when the use of averaging method is not applicable:
  1. Front Setback – 20 feet
  2. Rear Setback, principal structure – 20 feet
  3. Rear Setback, accessory uses – 10 feet
  4. Side – 7 feet each side



(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

**11.01.170.060: BUILDING HEIGHT**

A. Maximum building height in this district shall be 32 feet.



(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

**11.01.170.070: OFF-STREET PARKING**

A. Off-street parking *should* be provided.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

**11.01.170.080: OFF-STREET LOADING**

Reserved.

(Ordinance 2021-15 – 12/20/2021: Effective 01/21/2022)

**11.01.170.090: PERMITTED CONDITIONAL USES**

A. The following uses may be permitted as conditional uses in the R-3 Residential High Density District:

1. Bed and Breakfast Inns.
2. Clinics.
3. Country Clubs.
4. Golf Courses.
5. Home occupations.
6. Hospitals.
7. Libraries.
8. Manufactured Home Parks.
9. Medical Offices.
10. Professional Offices.
11. Private and Public Schools, Elementary.
12. Private and Public Schools, Junior High.
13. Private and Public Schools, High.
14. Private and Public Parks.
15. Private and Public Playgrounds.
16. Private and Public Universities and Colleges.
17. Relocated Single-Family Dwellings.





August 9, 2022

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

**Subject: Task Order – Business District Striping Plans**

Dear Mayor and Members of the Council:

This letter is intended as a request for Task Order approval for Stahly Engineering & Associates to prepare a standard parking layout plan in the City of Deer Lodge Business District.

We request approval of a time and materials task order in the amount of \$3,200.00. If approval is obtained, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to continue to provide services to the City of Deer Lodge.

Sincerely,

**Stahly Engineering & Associates, Inc.**

Kurt Thomson, PE  
Project Manager

**NOTICE TO PROCEED**

Stahly Engineering & Associates is hereby granted a notice to proceed for the striping plan in the Business District for the City of Deer Lodge:

Owner: City of Deer Lodge

Authorized Signature: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_



August 9, 2022

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

**Subject: Task Order – Water Modeling for the City of Deer Lodge**

Dear Mayor and Members of the Council:

This letter is intended as a request for Task Order approval for Stahly Engineering & Associates to prepare a water model for the City of Deer Lodge. This will include obtaining WaterCad water modeling software (\$4,378.00), intersection elevations for all streets within the City, preparing the water mains and hydrants within the City, and utilizing the software to analyze the City's water system.

We request approval of a time and materials task order in the amount of \$58,000.00. If approval is obtained, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to continue to provide services to the City of Deer Lodge.

Sincerely,

**Stahly Engineering & Associates, Inc.**

Kurt Thomson, PE  
Project Manager

**NOTICE TO PROCEED**

Stahly Engineering & Associates is hereby granted a notice to proceed for the Water Modeling project for the City of Deer Lodge:

Owner: City of Deer Lodge

Authorized Signature: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_



In Control, Inc.  
10350 Jamestown St. NE  
Blaine, MN 55449

## PROPOSAL # QP22071201-04

**To:** City of Deer Lodge

**Date:** August 12, 2022

**From:** Cade Beeton

**Valid:** 45 days

**Page:** 1 of 5

**Attn:** Trent Freeman

**Re:** City of Deer Lodge Water System Upgrades

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon discussions with Trent Freeman and the Pre-Engineering Survey performed by In Control in June of 2022. The overall water control system was found to be operational, but in need of upgrades due to much of the equipment being obsolete and difficult to find replacements for. In Control recommends beginning the overall system improvements by replacing the existing SCADA computer, City Hall Control Panel, and control software at all remote sites. All control panel software and SCADA programming will mirror the look and feel of the WWTP SCADA control system.

Secure remote access to the SCADA computer using MFA is included in our separate Automation & Cybersecurity Maintenance Plan proposal.

## Proposed Materials and Services

### Item 1 - Professional Engineering Services

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration and development of the entire system
- E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up
- F. The entire design including control panel schematics, motor control schematics, instrumentation schematics, and control panel manufacturing will be completed internally with functional testing prior to start up
- G. Electronic drawings will be drafted and submitted for approval. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion

### Item 2 - SCADA Computer System Hardware

In Control will furnish and configure the following SCADA Computer System Hardware:

- A. Dell Precision desktop workstation
- B. Dell wired keyboard and laser scroll mouse
- C. Dell wired mouse
- D. (QTY: 2) Dell 24" Ultrasharp Monitor
- E. Dell USB soundbar
- F. Eaton 700VA Online UPS
- G. 8 port desktop Ethernet switch
- H. 4TB, 2 USB external HDD

### Item 3 - SCADA System Software

In Control will furnish and configure the following SCADA System Software licenses and programming:

- A. Microsoft Office Professional
- B. SCADA Software - FactoryTalk View SE Station Unlimited Display License
- C. Alarm Software - WIN911 Interactive with 1 year WIN911 Mobile
  - 1. Telephone modem for alarm dialing (City is responsible for phone line)
- D. Report Printer - Laser Jet

### Item 4 - City Hall Control Panel

In Control will furnish and install the following City Hall Control Panel hardware:

- A. The existing control panel backplate will be replaced with the following:
  - 1. Hoffman 24X20 back panel
  - 2. Allen Bradley CompactLogix PLC
  - 3. Allen Bradley CompactLogix PLC Digital Input/Output Modules
  - 4. Allen Bradley 7" Panelview Touch Screen
  - 5. Uninterruptible Power Supply
  - 6. 4 Channel Hardware Alarm Dialer (City is responsible for phone line)
  - 7. Control Power Surge Protection
  - 8. DC Power Supply, Fuses, Circuit Breakers, Relays, Wiring Terminals

**Item 5 - Well 1 RTU**

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

**Item 6 - Well 2 RTU**

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

**Item 7 - Water Tank RTU**

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

**Item 8 - Lift Station**

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

## Proposal Summary

The price for all items above is \$79,829.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

**TERMS:** 20% upon order, 20% upon submittal, 50% upon equipment shipment, and 10% upon substantial.

Our proposal specifically excludes the following:

- Removal, demolition or disposal of existing wiring, devices or equipment
- Field installation of equipment, enclosures, instrumentation or other products provided
- Fasteners or mounts, wire, raceway or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Shipping costs to locations other than the primary project site.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

**Cade Beeton**  
 Technical Sales Engineer  
 Mobile: 406.661.4795  
 Office: 763.783.9500  
 E-Mail: cade.beeton@incontrol.net

**Jeff Iverson**  
 Sr Technical Sales Engineer  
 Mobile: 612.802.8875  
 Office: 763.783.9500 x3001  
 E-Mail: jeff.iverson@incontrol.net

**ACCEPTANCE:** To accept this proposal please return a signed copy with purchase order. Thank you!

**Signature:** \_\_\_\_\_

**Purchase Order:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Proposal Number: QP22071201-04**

## Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.  
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.



In Control, Inc.  
10350 Jamestown St. NE  
Blaine, MN 55449

## PROPOSAL # QP22080402-02

**To:** City of Deer Lodge

**Date:** August 12, 2022

**From:** Cade Beeton

**Valid:** 45 days

**Page:** 1 of 5

**Attn:** Trent Freeman

**Re:** Water System and WWTP Automation & Cybersecurity Service Plan

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above.

Cybersecurity threats have increased in the last 5 years. Hackers have become more sophisticated and are constantly finding ways to compromise systems using techniques such as Phishing, Ransomware, and Credential Theft. In addition, at this moment there is credible intelligence Russia is preparing malicious cyber-attacks against our critical infrastructure as a response to United States' economic sanctions.

One of the most important security measures that should be implemented for any system that allows remote access via the internet is Multi-Factor Authentication (MFA). An example of MFA is using a password together with a code sent to your smartphone to authenticate yourself. Any computer system that has access to the internet can become vulnerable to cyber-attack, but experts agree that implementing a hardware firewall coupled with MFA, firmware updates, and ongoing maintenance support will reduce cyber threats.

In Control has developed an **Automation & Cybersecurity Service Plan** collaborating with WatchGuard, a leader in network security. This Service Plan provides regular inspection, testing, and maintenance of your control system and its cybersecurity defenses.

Implementing the hardware and support features contained in this proposal along with following internal best practices will provide a strong defense to cybersecurity threats.

### Relevant Cybersecurity Information Links:

- [Statement by President Biden on our Nation's Cybersecurity \(March 21, 2022\)](#)
- [President's Fact Sheet: Act Now to Protect Against Potential Cyberattacks](#)
- [WaterISAC - \(https://www.waterisac.org/about-us\)](https://www.waterisac.org/about-us)
  - [15 Cybersecurity Fundamentals for Water and Wastewater Utilities](#)
- [Cybersecurity & Infrastructure Security Agency - Shields Up](#)



## Proposed Materials and Services

### Item 1 - Cybersecurity Defense – Configured Firewall Hardware

In Control will add MFA and Total Security Suite functionality to the Hardware Firewall supplied with the WTP SCADA upgrade project. We will furnish and configure a new Hardware Firewall for the WWTP.

- A. City Hall – WatchGuard Firebox T-20 – MFA and Total Security Suite Configuration only
- B. WWTP – WatchGuard Firebox T-20

### Item 2 - Automation & Cybersecurity Service Plan

#### A. Supervisory Control Panels (Plant or Remote Sites) – Annual Maintenance (On-site)

1. Inspection:
  - (a) Verify control panels are properly grounded.
  - (b) Check PLC diagnostic information for errors and low battery conditions.
  - (c) Visually inspect radio cabling for damage and check radio indicators for alarms.
  - (d) Visually inspect control panels for abnormalities (frayed or loose wires, moisture, seals).
  - (e) Verify electrical schematics are present in each control panel and are up to date.
2. Testing:
  - (a) Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
  - (b) Test communication-fail alarms.
  - (c) Test critical alarms (Example high/low level and float backup for lift stations).
3. Maintenance:
  - (a) Vacuum control panel, lube panel hinges, and check for burnt out light bulbs.
  - (b) Backup Programmable Logic Controller (PLC) programs.
  - (c) Backup Operator Interface Terminals (OIT) programs and set OIT's to correct date and time.
  - (d) Review spares inventory condition and count.
4. Covered Supervisory Control Panels:
  - (a) Water System City Hall Control Panel
  - (b) WWTP Headworks Building SCP 3-LCP-01
  - (c) WWTP Secondary Digester Building 6-LCP-01
  - (d) WWTP UV Building Control Panel 7-XJB-01
  - (e) WWTP Aerobic Digester Corridor Panel 8-LCP-01
  - (f) WWTP NPW Building Control Panel 9-XJB-01

#### B. Network Components (Computers & Servers) – Semi-Annual Maintenance (On-site and Office)

1. Inspection:
  - (a) Check computer hardware, fans and filters for basic function.
  - (b) Review computer error logs, database size, resource utilization, and available storage space.
2. Testing:
  - (a) Test communication function of software alarm dialers and remote access.
  - (b) Test communication function of backup hardware alarm dialer.
  - (c) Verify on-demand report generation.
3. Maintenance:
  - (a) Power down and clean fans and filters.
  - (b) Backup SCADA programs.
  - (c) Backup software configurations for switches, firewalls, VOIP dialers, and other devices.
  - (d) Renew licensing for subscription software. (Cost of subscriptions included in Plan cost.)
4. Included Software Subscription Support:
  - (a) Water System SCADA Computer RealVNC Remote Access (license provided with the WTP SCADA upgrade project)
  - (b) WWTP SCADA Computer RealVNC Remote Access

5. Covered Network Equipment:
  - (a) Water System City Hall SCADA Computer
  - (b) WWTP SCADA Computer
- C. Cybersecurity Defense – Ongoing services, Semi-Annual Maintenance (Office)
  1. Inspection: Check firewall\* software, security logs, and identify required firmware updates.
  2. Maintenance: Install firewall security updates, if available, and renew security subscriptions.
  3. On-going Services: Implement and maintain Unified Threat Management (UTM) system including:
    - (a) URL filtering, Intrusion Prevention System (IPS), and Gateway Antivirus (GAV)
    - (b) APT Blocker – Defends against ransomware, zero-day threats, advanced malware
    - (c) DNS Filtering – Detects and blocks dangerous connections via a cloud-based service using DNS-level (Domain Name System) filtering
    - (d) Threat Detection & Response – Identifies and isolates infected computers on the network
    - (e) Cloud Data Retention – Real-time monitoring and thirty-day retention of traffic logs of all activity on the network.
  4. Secure Remote Access through a VPN and Multi-factor Authentication Service:
    - (a) Virtual Private Network (VPN) – Limit remote connections to those established through a secure connection using IPSec and/or SSL
    - (b) Multi-Factor Authentication – Verify all remote connections with a second means of authentication through a separate smartphone application
    - (c) Provide user administration support as requested, including creating and removing user accounts, resetting passwords, and supporting multifactor authentication and remote access
  5. Included security services subscriptions, software, and support:
    - (a) WatchGuard's Total Security Suite
    - (b) AuthPoint Multi-Factor Authentication (Up to 5 users)
  6. Covered Cybersecurity Devices
    - (a) Water System City Hall Firewall – WatchGuard Firebox T-20
    - (b) WWTP Firewall – WatchGuard Firebox T-20
- D. Controls System Planning Meeting – Annual meeting with Controls Engineer to develop and review multi-year control system and cybersecurity defense posture.
- E. Warranty Extension for Identified Projects – This plan extends In Control's warranty term an additional 12 months for controls engineering services (equipment excluded). This extension applies to any work completed by In Control in the past 30 days and any new work completed during the life of this Plan. Plan must be active for extended warranty to be valid.
  1. Projects covered by warranty extension include:
    - (a) "No projects identified at this time."
- F. Rate Schedule Discount – A 5.0% discount on In Control's current Rate Schedule for all engineering service calls.
- ~~G. Scheduled Service Hour Block – Block of XX hours must be used within one calendar year.~~
- H. Equipment – Required equipment upgrades and replacements will be identified to customer. If not covered under warranty and if approved, equipment will be replaced and billed separately. Cost of replacement or upgrade is not included in Plan cost.
- I. Enrollment Fee – A customary enrollment fee will be charged when a customer first enters a Plan agreement. This enrollment fee covers an on-site inspection of each covered control panel or computer, uploading and off-site backup of all PLC and SCADA programs, and retaining an electronic copy of all control schematic drawings.
- J. Agreement Duration & Invoicing – One calendar year from the date of execution, automatically renewed each year. Invoicing will be due Net 30 and submitted on a quarterly basis at the beginning of the coverage period.

## Proposal Summary

The below pricing for the items above excludes sales and use taxes. Freight is included, FOB shipping point.

Item 1 – Configuration of Firewall Hardware	<u>\$1,445.00</u> USD (one time cost)
Item 2 - Automation & Cybersecurity Service Plan	<u>\$5,087.00</u> USD (annual cost)

Total cost of the full plan for the first year is \$6,532.00 USD and can be broken up in four quarterly payments of \$1,633.00 USD.

Our proposal specifically excludes the following:

- Field installation of equipment.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Shipping costs to locations other than the primary project site.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton  
 Technical Sales Engineer  
 Mobile: 406.661.4795  
 Office: 763.783.9500  
 E-Mail: cade.beeton@incontrol.net

Jeff Iverson  
 Sr Technical Sales Engineer  
 Mobile: 612.802.8875  
 Office: 763.783.9500 x3001  
 E-Mail: jeff.iverson@incontrol.net

**ACCEPTANCE:** To accept this proposal please return a signed copy with purchase order. Thank you!

**Signature:** \_\_\_\_\_

**Purchase Order:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Proposal Number:** QP22080402-02

## Service Plan Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") executing the Automation Service Plan agreement ("Agreement") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Agreement will be in writing within 30 days of receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Agreement will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Agreement shall be made in writing with 14 days notice. If Purchaser terminates this Agreement at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination.
3. **ATTORNEY FEES** – If either party commences or is made a party to an action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Agreement, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Agreement.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. In Control's standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. This Agreement extends those warranty periods an additional twelve (12) months for all controls engineering services provided thirty days prior to the date of execution of the Agreement. This warranty extension remains valid only if this Agreement remains in place. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **ESCALATION** – This Agreement is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Agreement, unable to complete the work at the present prices and wages, then the Agreement sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
9. **PAYMENT TERMS** - The payment terms are due thirty (30) days after an invoice is sent. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur, In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
10. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
11. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

August 17, 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 #2

Dear James:

Enclosed for your action is Payment Request No. 2 from MJD Contracting for the Landfill Drying Bed project. The Pay Request covers the construction items on the Project from July 22 through August 19, 2022. This Pay Request shows project completion at 59% to date. In addition to the items covered in the first pay request, it includes primarily 75% of concrete installation for the drying bed slabs.

Final concrete placement for the drying bed walls is expected to occur next week. After the pour is complete and forms removed, the project will shut down to accommodate conflicting schedules for the contractor and to complete the project seeding within the stipulated time period. Project completion is expected in time to meet the October 15 deadline.

Everything appears in order to recommend approval of Pay Request No. 2 for processing. Payment of \$49,376.25 will need to be made to MJD Contracting, and \$498.75 to the State of Montana for the gross receipts tax. A total of \$6,505.00 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. 2**

Application Period: 7/22/2022 To 8/19/2022	Application Date: 8/19/2022
Owner: City of Deer Lodge	From(Contractor): MJD Contracting, LLC.
Project: Deer Lodge Drying Beds	Via(Engineer): Morrison Maierle
Contractor's Address: 12 Ponderosa Rd. Clancy, MT 59634	Contractor's Project No.: 22025
Owner's Contract No.	Engineer's Project No.: 347.03401

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGE BY CHANGE ORDERS</b>		\$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 .....	\$ 130,100.00
5. RETAINAGE:	
a. 5% x <u>\$130,100.00</u> Work Completed .....	\$6,505.00
b. 5% x <u>\$0.00</u> Stored Material .....	\$0.00
c. Total Retainage (Line 5a + Line 5b) .....	\$6,505.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5c) .....	\$ 123,595.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....	\$ 73,720.00
8. AMOUNT EARNED THIS APPLICATION .....	\$ 49,875.00
9. LESS GROSS RECEIPTS TAX THIS APPLICATION(1%) .....	\$ 498.75
10. AMOUNT DUE THIS APPLICATION (Line 8- Line 9) .....	\$ 49,376.25
11. BALANCE TO FINISH, PLUS RETAINAGE .....	\$ 86,055.00

**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: *Mandy Logan* Date: 8/19/2022  
 (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



# Change Order

No. 1

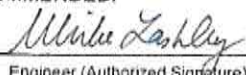
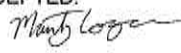
Date of Issuance: <u>9/6/2022</u>		Effective Date: <u>9/6/2022</u>
Project: <b>Landfill Drying Beds</b>	Owner: <b>City of Deer Lodge</b>	Owner's Contract No.: -
Contract: <b>Services Associated with the WWTP</b>		Date of Contract: <b>7/14/2022</b>
Contractor: <b>MJD Contracting LLC</b>		Engineer's Project No.: <b>0347.034.01</b>

The Contract Documents are modified as follows upon execution of this Change Order:

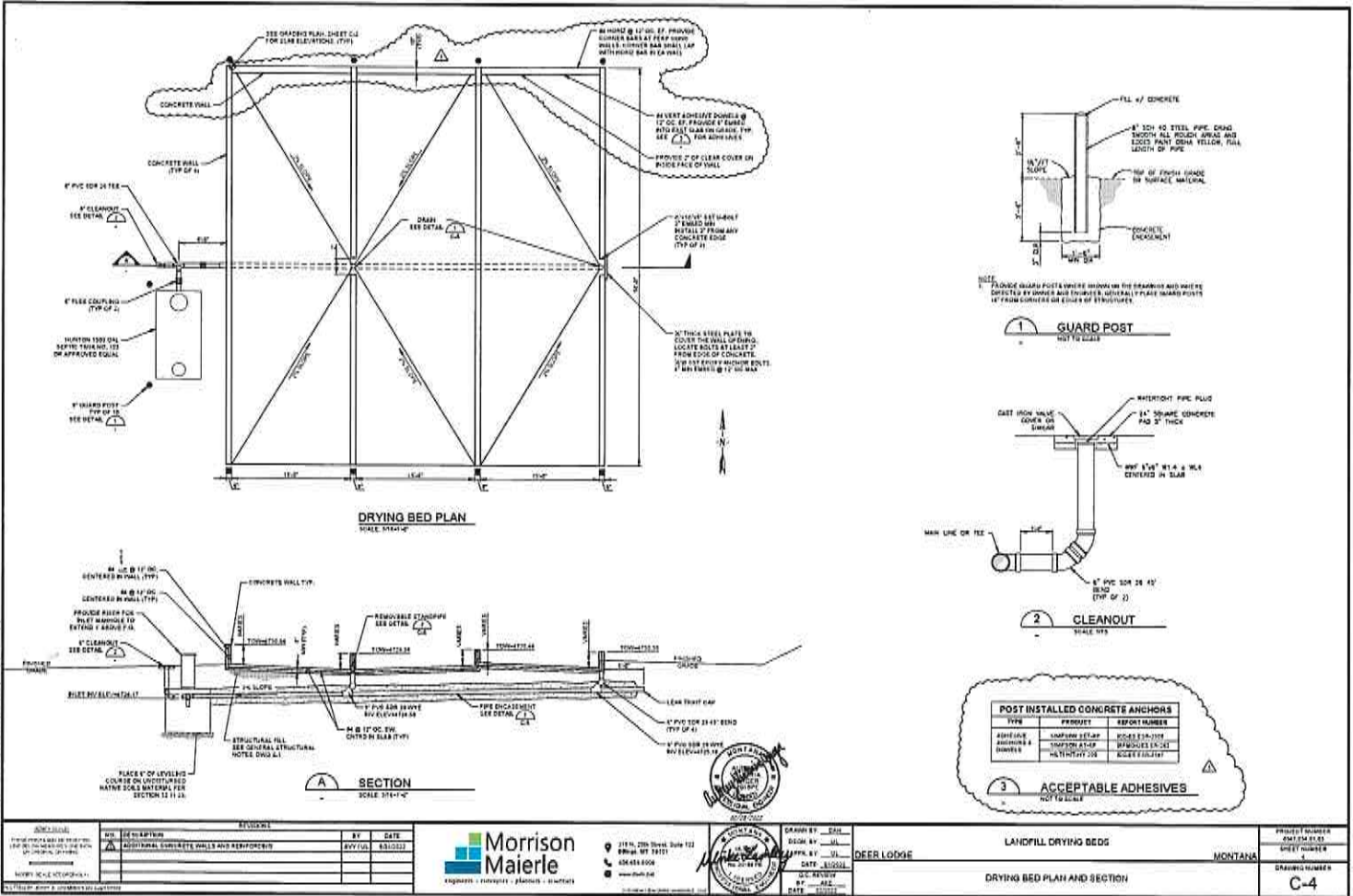
Description: Add 10" wall with two mats of rebar on north side of drying bad pad. Wall height and reinforcement to match existing designed walls as shown on Revised Drawing C-4. Use vertical adhesive dowels with 5" embed into slab on grade as noted on the drawing.

Attachments: Revised Drawing C-4; Contractor Quote Email

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <u>\$209,650.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>
<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> ;  \$ <u>-</u>	<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> ; Substantial completion (days): <u>-</u> Ready for final payment (days): <u>-</u>
Contract Price prior to this Change Order:  <u>\$209,650.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>
<input checked="" type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] of this Change Order:  <u>\$13,500.00</u>	<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change Order:  <u>\$223,150.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u></u> Contractor (Authorized Signature)
Date: <u>8/31/2022</u>	Date: _____	Date: <u>9/1/2022</u>





**DRYING BED PLAN**  
SCALE 3/16"=1'-0"

**SECTION**  
SCALE 3/16"=1'-0"

**1 GUARD POST**  
SCALE NTS

**2 CLEANOUT**  
SCALE NTS

TYPE	PRODUCT	REPORT NUMBER
ADHESIVE	THOMPSON	SC02124-100
ANCHORS	HEALTHY JOE	SPR00019-001
ANCHORS	HEALTHY JOE	SC02124-100

**3 ACCEPTABLE ADHESIVES**  
NOT TO SCALE

NO.	DESCRIPTION	BY	DATE
1	ADDITIONAL CONCRETE WALLS AND REINFORCING	AVY/LS	03/03/22

**Morrison Maierle**  
Engineers • Architects • Planners • Interiors

218 N. 25th Street, Suite 102  
Billings, MT 16101  
406.453.4004  
www.mmaierle.com

**MONTANA**  
Professional Engineer  
No. 10000  
Date: 03/03/22

PROJECT: DEER LODGE	PROJECT: LANDFILL DRYING BED	STATE: MONTANA
DRAWING NUMBER: DRYING BED PLAN AND SECTION	DRAWING NUMBER: C-4	

**From:** [mlogan@mjdcontracting.com](mailto:mlogan@mjdcontracting.com)  
**To:** [Rika Lashley](#)  
**Cc:** "Trent Freeman"  
**Subject:** RE: Deer Lodge Drying Beds Change Order  
**Date:** Tuesday, August 30, 2022 10:00:53 AM  
**Attachments:** [image004.png](#)  
[image005.png](#)  
[image001.png](#)

\*\*\*This message originated from an **External Source.**\*\*\* Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Rika, Pricing as follows

8" wall with one mat of rebar. \$10800

10" wall with two mats of rebar \$13500


Thanks  
Marty

**From:** Rika Lashley <[rlashley@m-m.net](mailto:rlashley@m-m.net)>  
**Sent:** Wednesday, August 24, 2022 9:49 AM  
**To:** Marty Logan ([mlogan@mjdcontracting.com](mailto:mlogan@mjdcontracting.com)) <[mlogan@mjdcontracting.com](mailto:mlogan@mjdcontracting.com)>  
**Cc:** Trent Freeman ([tfreeman@cityofdeerlodgemt.gov](mailto:tfreeman@cityofdeerlodgemt.gov)) <[tfreeman@cityofdeerlodgemt.gov](mailto:tfreeman@cityofdeerlodgemt.gov)>  
**Subject:** FW: Deer Lodge Drying Beds Change Order

Marty,

Below is some info on the new wall from our structural engineer – both for an 8-inch and a 10-inch wall. We'd like to see costs for both options to make a decision for which way to go.

Thanks!  
Rika

 **Rika Lashley, PE**  
**Water/Wastewater Engineer, Morrison-Maierle**  
+14064953448 direct | +14064317049 mobile

**Matching 8-inch Walls:** Vertical adhesive dowels into the slab on grade and horizontal adhesive dowels into the side walls can utilize any adhesive listed in the snip below. Horizontal dowels shall lap with the horizontal reinforcement. All adhesive dowels shall have 5" embed into the existing concrete walls and slab on grade.

**10-inch Walls:** Vertical adhesive dowels into the slab on grade for each wall face and horizontal adhesive dowels into the side walls can utilize any adhesive listed in the snip below. Horizontal dowels shall lap with the horizontal reinforcement. All adhesive dowels shall have 5" embed into the existing concrete walls and slab on grade.

POST INSTALLED CONCRETE ANCHORS

TYPE	PRODUCT	REPORT #
ADHESIVE ANCHORS & DOWELS	SIMPSON SET-XP	ICC-ES ESR-2508
	SIMPSON AT-XP	IAPMO-UES ER-263
	HILTI HIT-HY 200	ICC-ES ESR-3187