



# PUBLIC WORKS COMMITTEE AGENDA

**Monday, August 24th, 2021 – 5 PM | Council Chambers, City Hall.**

1. Call meeting to order
  2. Approval of Minutes
    - a. July 26<sup>th</sup>, 2021
  3. Public Comment - Limit to three minutes per person
  4. Old Business
    - a. None
  5. New Business
    - a. ROW Occupancy Permit: 718 4<sup>th</sup> St. Concrete Pads in Alley
    - b. City Abandonment of property for 413 Park St.
    - c. LIHWAP (Low Income Home Water Assistance Program)
    - d. 2021 Street Maintenance Project Final Pay Estimate for Approval to Finance and Council
    - e. Brookside Sewer Project Pay Estimate for Approval to Finance and Council
    - f. JC Park Trails Project Final Pay Estimate for Approval to Finance and Council
    - g. Department of Public Works update
  6. Staff Comments
  7. Committee Observations
  8. Announcement of the next meeting: September 28th at 5 PM
  9. Adjournment
- 

## **Public Works Committee**

Garbage | Sewer | Streets | Trees | Wastewater | Water

## **Members**

John Henderson | Anthony Savalla | John Molendyke

# PUBLIC WORKS COMMITTEE MINUTES

Tuesday, July 26, 2021, at 5PM | Council Chambers, City Hall.

**Members Present:** John Molendyke, & Anthony Savalla  
**Members Absent:** John Henderson  
**Mayor:** Diana Solle  
**CAO:** Jordan Green  
**Council Member:** None  
**Staff:** Trent Freeman, Cyndi Thompson  
**Consultants:** None  
**Guests:** Scott Hazelton, Angel Lampert, & Bradley Ford

**1. Call Meeting to Order**

Chairperson Molendyke called the meeting to order at 5PM.

**2. Approval of Minutes**

June 22, 2021 – Member Savalla motioned to approve the minutes. Chairperson Molendyke seconded the motion. 2 Ayes, 0 No's, 1 Absent. Motion passed.

**3. Public Comment - Limit to Three Minutes Per Person**

None.

**4. Old Business**

None.

**5. New Business**

- a. ROW Occupancy Permit: Washington St. Trailhead

CAO Green & Scott Hazelton, County Planner summarized the ROW Occupancy Permit from the County. They are looking at constructing a new trailhead and parking area at Washington Street. The parking area will have 10 parking spaces, a picnic table, and vaulted toilet. There will be resurfacing done with gravel from the end of the pavement to the new parking lot. The parking and trailhead will be part of the Old Yellowstone

Trail. Phase 2 of the project, which connects the City of Deer Lodge to Old Yellowstone Trail. Phase 1 of the project shows the attached plans for all the work proposed to be done on Washington Street. The work will be located at the North end of Washington Street between Missouri Ave and Grant Kohrs Ranch.

Member Savalla motioned to approve the ROW Occupancy Permit with recommendation to Council for approval. Chairperson Molendyke seconded the motion. 2 Ayes, 0 No's, 1 Absent. Motion passed.

b. ROW Encroachment Permit: 413 Park St. (Fence)

CAO Green summarized that 413 Parks Street request to place a 4-foot fence on the backside of the property that would mirror the fence just across the street. It meets all the zoning requirements, and the Public Works Supervisor has checked the area for utilities, and everything is in order. Public Works Supervisor Trent Freeman stated, there are either Century Link or Spectrum utility boxes, and the owners would need to place the fence on the inside of the property so not to obstruct utility access to them and would need to call in a locate.

Member Savalla motioned to approve 413 Park Street ROW Encroachment Permit with recommendation to Council for approval. Chairperson Molendyke seconded the motion. 2 Ayes, 0 No's, 1 Absent. Motion passed.

c. ROW Encroachment Permit: 117/113 Milwaukee Ave. (Fence)

CAO Green summarized 117/113 Milwaukee Ave is requesting to put a fence and concrete driveway to their garage. The ROW Encroachment request mirrors what 413 Park Street is requesting for a fence. Public Works Supervisor Trent Freeman stated this property owner will need to call in for locates before they start any work.

Member Savalla motioned to approve 117/113 Milwaukee Ave ROW Encroachment Permit with recommendation to Council for approval. Chairperson Molendyke seconded the motion. 2 Ayes, 0 No's, 1 Absent. Motion passed.

d. Street Abandonment: West Cottonwood between Washington and 511 W. Missouri

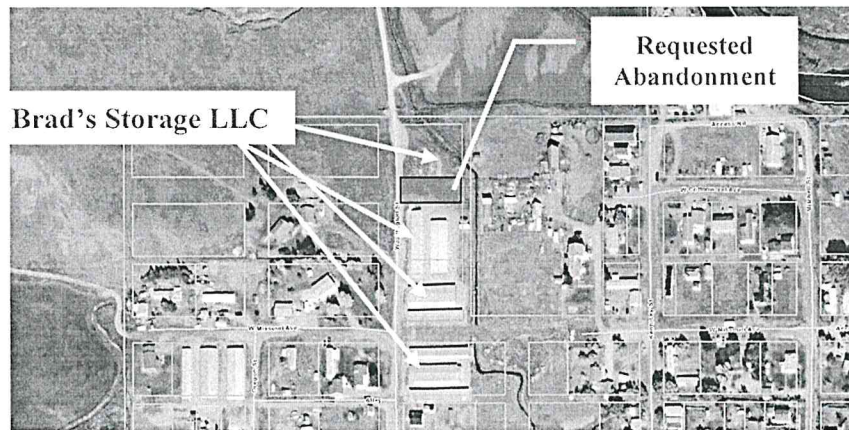
CAO Green, Angel Lampert, acting on behalf of Brad's Storage LLC, submitted a Request for Abandonment of City Owned Property to me on June 18, 2021. Lampert requests that the city abandon and deed to Brad's Storage the portion of Cottonwood Avenue between Washington Street and 511 West Missouri Avenue. The purpose of said abandonment is to aggregate the lots to the north and south of Cottonwood Avenue, along with the abandoned portion, as one lot to provide contiguous property for the expansion of Brad's Storage units. The lots to the north and south of Cottonwood Avenue are currently owned by Bradley Ford, owner of Brad's Storage LLC.

The requested abandonment is an approximately 60 feet x 150 feet, 0.21-acre right-of-way for Cottonwood Avenue in the Northwest Townsite addition of Deer Lodge. The site



has never been developed for a road. It is bounded by Washington Street on the West, a large tract of land addressed 511 West Missouri Avenue to the east, and tracts owned by Bradley Ford to the north and south. Access to the site is from Washington Street. There are no utilities easements or other rights to the land beyond being designated as a city owned right of way.

#### **Site Analysis:**



#### **Abandonment Analysis:**

As the right of way is terminated on the eastern edge by an irrigation channel off Taylor Creek and the adjacent property of 511 W Missouri Avenue, there would be little potential for the City to develop the right of way for any use in the future. City Staff finds no undue reason to deny the request based off current or potential uses of the property by the City. However, the approximately 9,000 square foot property is the property of the taxpayers of the City of Deer Lodge, and the City should require compensation for the abandonment of public land. Staff approximated a sell price of \$10,000 to be attached to the deed for the benefit of the Public Works Committee and the City Council to recoup the loss of the public property.

This sell price was calculated as an average of the value per square foot of adjacent properties. The adjacent properties were selected on Montana Cadastral, which specifies every property's acreage. This was converted to square feet. The 2021 appraisal of the land value for each property was divided by the number of square feet to calculate the value per square foot for each adjacent property. The average of these values was taken and applied to the square footage of the requested property abandonment. These calculations are shown below. (Note: recommended sell price is slightly smaller than calculated value due to small differences in square footage calculations versus platted dimensions.)



| Adj. Property | Acreage | Square Feet | Land Taxable Value | Value/SF |
|---------------|---------|-------------|--------------------|----------|
| North         | 0.448   | 19514       | 29773              | 1.5257   |
| East          | 3.74    | 162914      | 51758              | 0.3177   |
| South         | 0.805   | 35065       | 39067              | 1.1141   |
| Southwest     | 0.806   | 35109       | 39090              | 1.1134   |
| Northwest     | 0.482   | 20995       | 30800              | 1.4670   |

|                          |                 |
|--------------------------|-----------------|
| Average value/SF         | 1.1076          |
| SF of Abandonment        | 9367.00         |
| <b>Abandonment value</b> | <b>10374.82</b> |

### **Staff Recommendation:**

Staff recommends the abandonment of the City owned property described as the Cottonwood Avenue right of way bounded by Washington Street and 511 West Missouri Avenue to the applicant **for the sale price of \$10,000.**

Upon recommendation of the abandonment by the Public Works Committee, the applicant will be responsible for obtaining letters of no objection from 51% or higher of adjacent property owners. Due to the unique characteristics of the city property—only one property owner who is not the applicant is directly adjacent to the city property—Staff recommends a larger list of nearby property owners be contacted for letter of no objection. Staff recommends the Public Works Committee require letters of no objection from a majority of the following property owners as gathered from Montana Cadastral: Jimmy Ray Anderson, Victor Lewis, Jason Havener, Lyle Clawson, and Grant-Kohrs Ranch.

Requiring a different sale price or a lesser or greater number of letters of no objection is at the discretion of the Public Works Committee and City Council.

Upon obtaining the letters of no objection required, the request for abandonment and Public Works recommendation will be scheduled for duly noticed public hearing before the City Council. All public notice fees will be paid by the applicant. Should the Council resolve to sell the property by a two-thirds vote as required by MCA 7-8-4201(2)a, the applicant will be responsible for contracting a licensed surveyor to file a Certificate of Survey aggregating the properties and a Quitclaim deed with the Powell County Clerk and Recorder. These documents must be approved by the City and be in full adherence to City of Deer Lodge subdivision review exemption requirements. All surveyor, survey review, and filing fees will be the sole cost of the applicant.

Member Savalla motioned that we amend the abandonment value to the applicant of \$6,500 with applicant obtaining 3 letters of no objection from adjacent property owners

and recommend the request to Council for a Public Hearing. Chairperson Molendyke seconded the motion. 2 Ayes, 0 No's, 1 Absent. Motion passed.

e. Department of Public Works update

Public Works Supervisor Trent Freeman summarized ongoing and completed projects.

**6. Staff Comments:**

- a. None.

**7. Announcement of the next meeting**

- a. Announcement of the next meeting: August 24, 2021, at 5pm.

**8. Adjournment**

- a. Meeting adjourned at 6:04pm.

Prepared by Cyndi Thompson, City Clerk

---

John Molendyke, Chairperson

---

Date

---

**Public Works Committee**

Garbage | Sewer | Streets | Trees | Wastewater | Water

**Members**

John Molendyke (Chair) | John Henderson | Anthony Savalla

## APPROVAL CRITERIA

### 718 4<sup>th</sup> ST

The City Council may only authorize an improvement, encroachment, or an appurtenance in the City's Right-of-Way with the establishment of findings to the following criteria:

1. The described improvement, encroachment or appurtenance does not create an obstruction or impede the movement of vehicles or pedestrians on public thoroughfares.

*There will be no impediment to movement of vehicles through the alley as the concrete pads will simply extend to the alley and not enter into the actual thoroughfare portion of the City right-of-way.*

2. The described improvement, encroachment, or appurtenance does not create an impediment to the City's ability (or any other entity) to maintain public infrastructure, facilities, and/or property.

*There are City utility lines running underneath the alleyway. Staff recommendation is to approve on the condition that the property owner is made aware that the concrete pads can be removed or altered at the property owner's expense should the City have a valid reason to do so, such as the placement of new utility lines, repair or maintenance of existing lines, or the creation of new facilities or infrastructure. For this reason, staff recommends the applicant also consider the driveway approaches be constructed out of gravel instead of concrete, but that the ultimate decision be that of the property owner who would assume all risks associated with the placement of permanent concrete pads above on City property.*

3. The improvement, encroachment, or appurtenance does not create a barrier for the delivery of emergency services to the subject property or adjacent properties.

*As the traffic thoroughfare is not impacted or encroached upon by the right-of-way encroachment, there will be no impact on the delivery of emergency services.*

4. The improvement, encroachment, or appurtenance is not detrimental to the public health, safety, or welfare, and is not injurious to other properties within the area.

*Staff finds no potential detriment to public health, safety, welfare, or adjacent properties because of the approval of this encroachment.*



Mayor  
Diana Solle  
Chief Administrative Officer  
Jordan Green  
City Attorney  
Peter Elverum  
City Clerk  
Cyndi Thompson  
Compliance Officer  
Tom Malcolm  
Public Works Superintendent  
Trent Freeman  
Treasurer  
Judi Whitney  
Utility Billing Clerk  
Gena Micu



*Montana's Undiscovered Treasure*

300 MAIN STREET  
DEER LODGE MT 59722-1057  
406.846.2238

\* \$50

City Council  
John Skibsrud  
Amanda Bohrer  
John Henderson  
Mary Hathaway  
Robert Kersch  
Anthony Savalla  
Dick Bauman  
John J. Molendyke

## PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY ENCROACHMENT AGREEMENT

Name: Michael (Mickey) + Rebecca Blakely

Mailing Address: 718 4<sup>th</sup> ST Deer Lodge, MT 59722

Telephone Number: 410-596-4634 (cell) 410-596-1281 (cell)

1. City street / property in which encroachment is to be made described as:

718 4<sup>th</sup> ST - (near alleyway)

2. Property address where encroachment is to be made described as:

Entry Pads To garage (see picture)

3. In order for owner to more fully enjoy his property as described above, owner has requested a Right of Way Encroachment Application from the City to allow owner to install or maintain the following described property and/or appurtenance(s):

Driveway Pads To garage + Storage Doors.

See Attached Picture

Attach additional pages if necessary.

Projects including any of the following items must comply with the requirements contained in the City's 2019 Engineering and Design Standards and Construction Standards.

☐ Curb & Gutter

☒ Driveway Approach

☐ Pavement Excavation

☐ Public Sidewalk

## **GENERAL INFORMATION TO APPLICANT**

1. By issuance of a Right of Way Encroachment Agreement, the City will agree to allow owner to install appurtenances and/or maintain the improvements on the described property.
2. The parties agree that when owner's property, the installation and/or maintenance is hereby authorized, is destroyed or worn out, said property or appurtenances shall not be repaired or replaced without express consent of the City. Further, said property or appurtenances shall be operated and maintained pursuant to the direction of the City.
3. Owner will agree that he is gaining no additional rights over the property by execution of this agreement.
4. Owner will further agree and promise that the installation and/or maintenance of the property or appurtenances, shall not interfere with the use by the City of the property above described. If owner's property does interfere with the City's use of the property, the City may cancel this agreement by giving owner ten-days written notice of the City's intent to cancel the agreement. At the expiration of said ten-days, owner shall remove at his own expense all of his property and/or appurtenances, the installation and/or maintenance of which is authorized by this agreement.
5. Further, owner will agree to hold the City, its' agents, officers, and employees, harmless from any costs, liability, expense or damage, of any kind, in any way arising out of the location of owner's property on the property as authorized by this agreement.

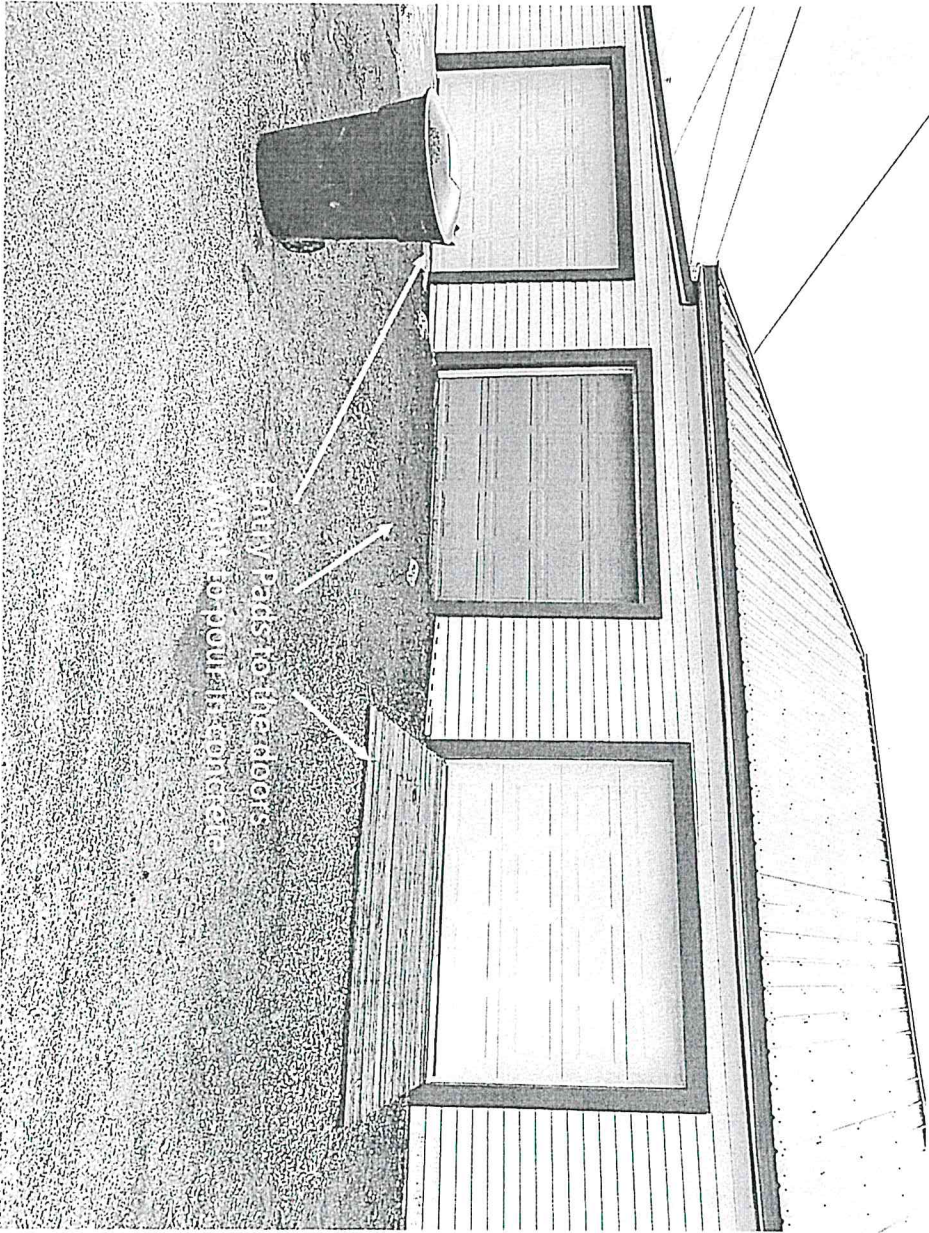
### **City of Deer Lodge Approval**

**For Owner:** \_\_\_\_\_

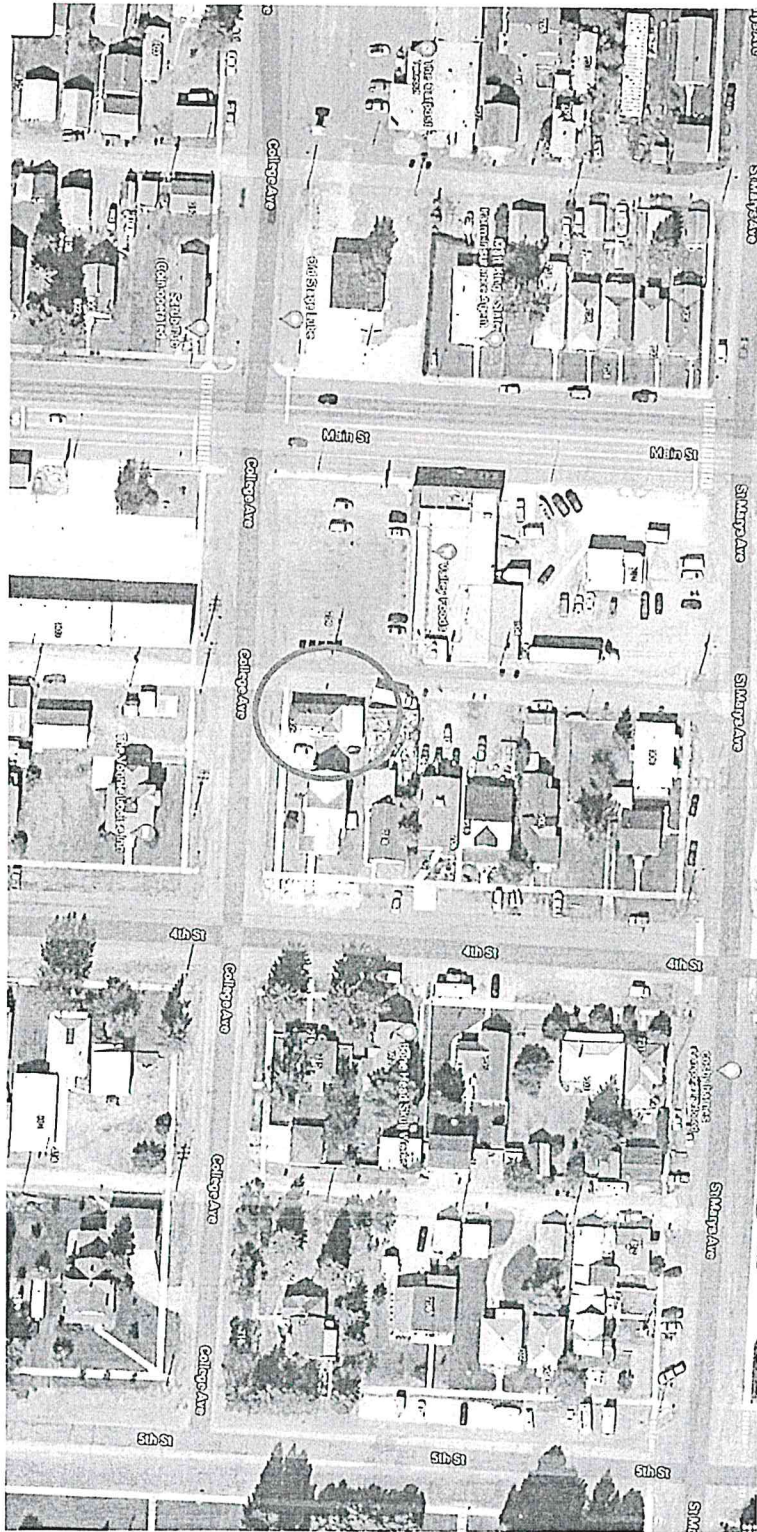
**By:** \_\_\_\_\_

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









**Mayor**  
Diana Solle  
**Chief Administrative Officer**  
Jordan Green  
**City Attorney**  
Peter Elverum  
**City Clerk**  
Cyndi Thompson  
**Compliance Officer**  
Suzan Callahan  
**Public Works Superintendent**  
Trent Freeman  
**Treasurer**  
Judi Whitney  
**Utility Billing Clerk**  
Gena Micu



**City Council**  
Dick Bauman  
Amanda Bohrer  
Mary Hathaway  
John Henderson  
Robert Kersch  
Anthony Savalla  
John J. Molendyke  
John Skibsrud

## REQUEST FOR ABANDONMENT OF CITY OWNED PROPERTY REPORT

**Requested Abandonment: An approximately 25' by 50' portion of West Missouri Avenue directly north of 413 Park St**

**Request by: Peggy White**

**Prepared by: Jordan Green – City of Deer Lodge Chief Administrative Officer**

**Prepared for: City of Deer Lodge Public Works Committee**

**August 19, 2021**

### **Request:**

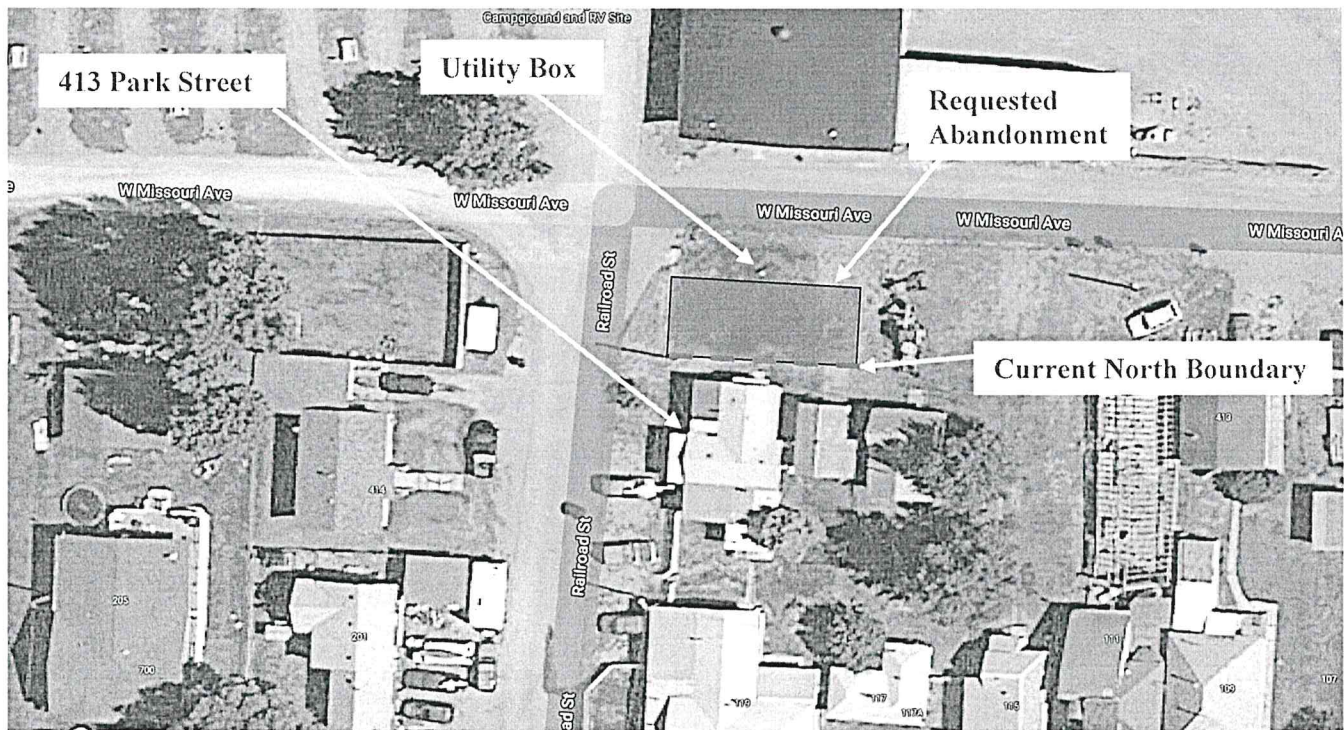
Peggy White, of 413 Park Street, submitted a Request for Abandonment of City Owned Property to me on August 13, 2021. White requests that the city abandon and deed to herself the portion of the West Missouri Avenue right-of-way directly north of her property at 413 Park St (see exhibit below). The purpose of said abandonment is to create a usable backyard for the property, as the current northern boundary line for 413 Park St is only about 5 feet removed from the structure. White submitted for a right-of-way encroachment permit previous to this abandonment request for the placement of a fence on City right-of-way, which was denied at City Council on August 2, 2021 with a vote of six for denial, one against denial, and one absent. Due to the unique characteristics of the site which would limit use of the backyard should a fence be placed on the property line, I met with White on August 13, 2021 to discuss the possibility of abandoning and deeding the land as a better alternative to simply encroaching on the City right-of-way.

### **Site Analysis:**

The requested abandonment is an approximately 25 feet x 50 feet right-of-way for West Missouri Avenue located directly north of 413 Park Street. The portion of the right-of-way in question is currently completely grassed in, and the vehicular thoroughfare of West Missouri Avenue is approximately 15 feet north of the requested abandonment. Directly north of the requested abandonment is the City Shop, which lies on City-owned property, and directly east is the backyard of 117 West Milwaukee Avenue, which is owned by Kathy White, the applicant's mother. There are no utilities easements or other rights to the land beyond being designated as a city owned right of way. However, there is a utility box for Qwest that signifies an underground cable that is located directly adjacent to the proposed abandonment. As discussed in the staff report presented to City Council on August 2, 2021 for the denied right-of-way encroachment permit, White is aware of the potential impact the underground cable may have on her encroachment, and is acceptable to us only granting the abandonment to roughly 2-feet south of the utility box in question. This would allow the utility company to



still access their box on City Property and decrease the odds of the fence being impacted by potential repair or maintenance of the underground line.



### Abandonment Analysis:

As the vehicle thoroughfare is well-established and there has been no impact on the area requested for abandonment by large vehicles, there would be little impact on City services, transportation, or future land use resulting from granting the abandonment. City Staff finds no undue reason to deny the request based off current or potential uses of the property by the City. However, the approximately 1,250 square foot property is the property of the taxpayers of the City of Deer Lodge, and the City should require compensation for the abandonment of public land. Staff approximated a sell price of \$4,000 to be attached to the deed for the benefit of the Public Works Committee and the City Council to recoup the loss of the public property.

This sell price was calculated as an average of the value per square foot of adjacent properties. The adjacent properties were selected on Montana Cadastral, which specifies every property's square footage. The 2021 appraisal of the land value for each property was divided by the number of square feet to calculate the value per square foot for each adjacent property. The average of these values was taken and applied to the square footage of the requested property abandonment. These calculations are shown below.

| Adj. Property     | Square Feet | Land Taxable Value | Value/SF |
|-------------------|-------------|--------------------|----------|
| North (City Shop) | 31200       | 37051              | 1.188    |
| East              | 4805        | 15565              | 3.239    |
| South (Applicant) | 3665        | 13728              | 3.746    |
| West              | 2700        | 11915              | 4.413    |

|                          |                   |
|--------------------------|-------------------|
| Average value/SF         | 3.1465            |
| SF of Abandonment        | 1,250.00          |
| <b>Abandonment value</b> | <b>\$3,933.13</b> |



**Staff Recommendation:**

Staff recommends the abandonment of the City owned property described as the approximately 25' by 50' section of the West Missouri Avenue right-of-way directly north of 413 Park Street to the applicant **for the sale price of \$4,000.**

Staff also recommends the Public Works Committee and City Council require the new property boundary be located two feet south of the Qwest utility box currently in the West Missouri Avenue right-of-way. Furthermore, staff recommends the Public Works Committee and City Council require the applicant to contact the utility company that owns the box to explain the proposed abandonment and get approval that company has no issue with the change in property boundary. Staff also recommends the applicant be responsible for any and all conditions the utility company requires to approve the change in property boundary, and that the City should not be held responsible for any interactions between the utility company and the applicant after the filing of the quitclaim deed.

Upon recommendation of the abandonment by the Public Works Committee, the applicant will be responsible for obtaining letters of no objection from 51% or higher of adjacent property owners. However, adjacent landowners to the property are the City of Deer Lodge and Katherine White of 117 West Milwaukee Avenue. For the purposes of this property abandonment due to limited adjacent landowners, staff recommends the City requests a letter of no objection by Katherine White be submitted to the City to ensure there are no other claims to the land besides the City and the applicant.

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

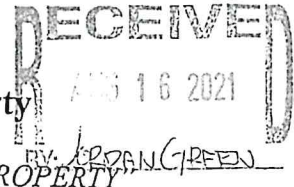
Upon obtaining the letters of no objection required, the request for abandonment and Public Works recommendation will be scheduled for duly noticed public hearing before the City Council. All public notice fees will be paid by the applicant. Should the Council resolve to sell the property by a two-thirds vote as required by MCA 7-8-4201(2)a, the applicant will be responsible for contracting a licensed surveyor to file a Certificate of Survey adjusting the property boundary and a Quitclaim deed with the Powell County Clerk and Recorder. These documents must be approved by the City and be in full adherence to City of Deer Lodge subdivision review exemption requirements. All surveyor, survey review, and filing fees will be the sole cost of the applicant.

Signed,

A handwritten signature in black ink, appearing to read 'J. Green', is written over a faint horizontal line.

Jordan Green – Chief Administrative Officer  
August 19, 2021

# Request for Abandonment of City Owned Property



## ABANDONMENT: "TO NO LONGER HAVE ANY RIGHT TO A PROPERTY"

The giving up of ownership and any present or future rights to real property by the lawful owner. Governing entities have the power to abandon publicly owned property if it is determined that the best interest of the public will be served by transferring ownership from the public sector to the private sector or from one entity to another. If abandonment is granted, the deed will be filed with the Powell County Clerk and Recorder.

Name of Applicant: Peggy White  
Address of Applicant: 413 Park Street, DL, MT  
Telephone Number: 704-649-6436

Property description of land requesting to be abandon: Approx 30' x 50'  
Piece of Land Adjacent to my  
Property + the ALLEY behind my house  
Ownership of adjoining property: City of Deer Lodge +  
Terry + Kathy White.

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners.

Provide a site map indicating the property in question, with appropriate dimensions.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

[Signature]  
Signature of Applicant

8-13-21  
Date

[Signature] JORDAN GREEN  
Received by

8-16-21  
Date

Forwarded to PUBLIC WORKS Committee on August 24, 2021

Note: Request will not be considered without proper information  
Please allow at least four weeks lead time for preliminary review by the committee.  
Advertising and filing fees will be billed to the applicant

City of Deer Lodge  
300 Main Street  
Deer Lodge MT 59722-1098



PSE Drawing Worksheet - Fencing  
(Complete and Fax to Installer)

7/27/21

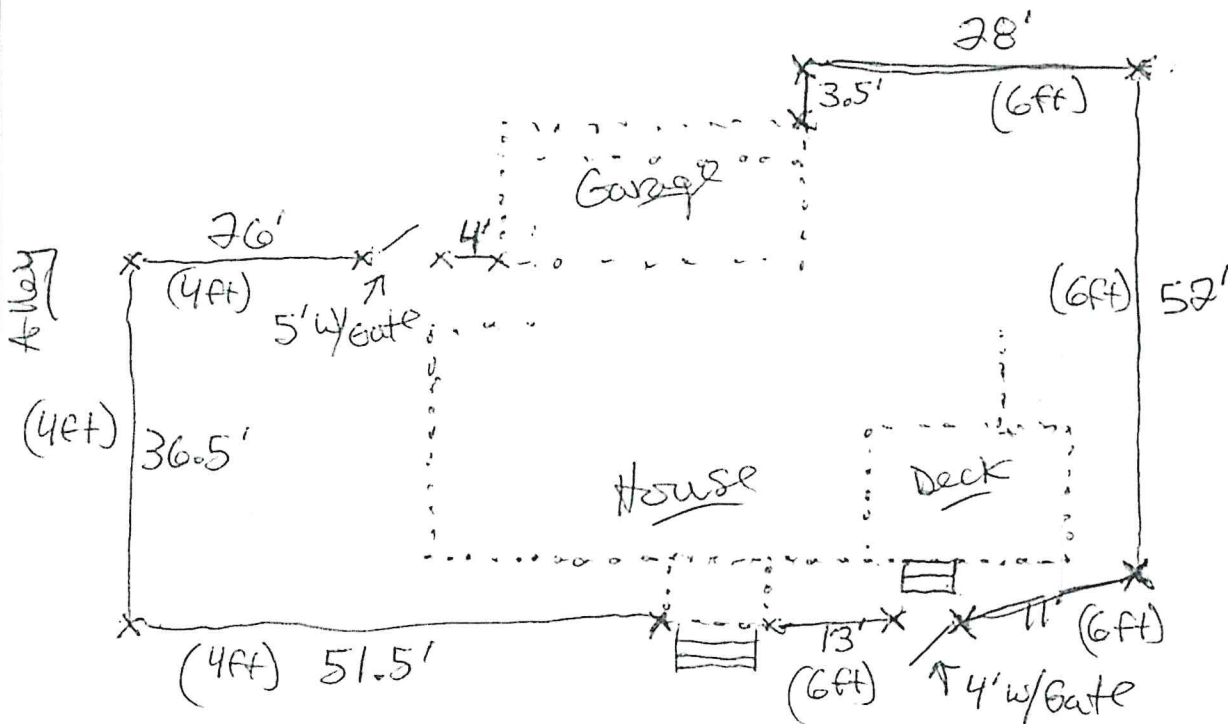
Customer: Peggy White Store: 1682  
Home Phone: \_\_\_\_\_ Cell Phone: 704-649-6436 Other Phone: \_\_\_\_\_  
Install Address: 413 Park St, Deer Lodge 59722

Directions:

1. Walk the fence line after discussing property boundaries with the customer – indicate any obstructions as you measure
2. Imagine what the fence looks like from a "bird's eye" view
3. Sketch the fence with these details:
  - Mark where the fence abuts, attaches to or is built around any structure or obstacle
  - Mark where gates will be located as well as gate type (drive or walk gate)
  - Mark best access route from material drop-off point to construction area

1 SQ = 2 FT

Approx: 108LF of 6X8 Portsmouth in white + 2 = 4' w/Gates  
Approx: 118LF of 4X8 Terex in white + 1 = 5' w/Gate



No Removal Needed

Street





# Department of Public Health and Human Services

Human and Community Services Division Intergovernmental Human Services Bureau  
PO Box 202956 Helena, MT 59620-2956

RECEIVED BY

Greg Gianforte, Governor

Adam Meier, Director

JUL 24 2021

DATE: July 19, 2021 CITY OF DEER LODGE

TO: Public Water System Providers

FROM: Sara Loewen, DPHHS Intergovernmental Human Services Bureau Chief

SUBJECT: Low-Income Home Water Assistance Program (LIHWAP) Contractor Application and Contract

A temporary emergency Low-Income Home Water Assistance Program<sup>1</sup> (LIHWAP) is being developed to provide low-income households assistance in paying their water and wastewater bills. Funds will be sent directly to Public Water System (PWS) operators to be credited to income eligible household accounts to reduce arrearages, prevent shutoffs and reduce monthly rates. This program is slated to operate from October 1, 2021 through September 30, 2023. Households will apply for assistance through a process coordinated with the Low-Income Energy Assistance (LIEAP) program.

The MT Department of Public Health and Human Services is providing the opportunity to PWS providers to participate in this program through a contract with the Department in order to receive and provide this assistance to income eligible households. The Department is beginning the process of securing contracts with PWS providers interested in participating in the LIHWAP.

The following documents are enclosed:

1. A copy of the (DPHHS-HWAP-001) Low Income Home Water Assistance Program Contractor Application and Contract for the time period October 1, 2021 through September 30, 2023.  
Complete the Contractor Information sections, including the Contractor Taxpayer ID number field. Sign the bottom of page three. The contract will be signed by a Department representative and a copy will be returned for your records.
2. A Taxpayer Identification Number (TIN) Verification (W-9) form. The completed W-9 form is required to receive payments from the Department. The W-9 form will be used to verify the TIN and the address where the 1099 form will be sent.

---

<sup>1</sup> The LIHWAP program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations act of 2021, Public Law No: 116-260 and as provided for under The American Rescue Plan Act (ARPA). Additional information can be found at: <https://www.acf.hhs.gov/ocs/programs/lihwap>.

3. A Payment Address Form to complete and return if the mailing address for the LIHWAP payment is to be made to an address other than the one entered on the W-9 form.
4. A Direct Deposit Sign-up Form to complete if your company would prefer to have payments made directly to your financial institution. A written Statement of Remittance (SOR) will be mailed as usual but LIHWAP funds will be available at least one day earlier.

In order to participate and receive funds under this program, items #1 and #2 (above) must be completed and returned, along with items #3 and #4 if applicable.

These documents should be mailed to:

DPHHS LIHWAP, PO Box 202925, Helena, MT 59620

We encourage all Public Water System providers to complete the above information in order to participate in the program and allow their customers to receive this assistance.

Look for additional information (coming soon) at [www.lieap.mt.gov](http://www.lieap.mt.gov). A list of frequently asked questions will be available. You can also email Program Specialist Sheri Shepherd at [sshepherd2@mt.gov](mailto:sshepherd2@mt.gov).

Thank you for considering participating in the Low Income Home Water Assistance Program aimed at reducing arrearages and rates of low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services.



Sara Loewen  
Intergovernmental Human Services Bureau Chief  
Human and Community Services Division, MT DPHHS

**2021-2023**  
**LOW INCOME HOME WATER/WASTEWATER ASSISTANCE PROGRAM**  
**CONTRACTOR APPLICATION AND CONTRACT**

|   |   |
|---|---|
| Contractor Name:  |   |
| Mailing Address:  | Type(s) Service Supplied: <input type="checkbox"/> Water and Wastewater<br><input type="checkbox"/> Water Only <input type="checkbox"/> Wastewater only |
| City, State Zip:  | Contractor Taxpayer ID# (EIN or SSN)  |
| Email Address:  | Telephone #:  |
| Type of Entity: <input type="checkbox"/> Partnership (Must use EIN) <input type="checkbox"/> Individual/Sole Proprietor (EIN or SSN) <input type="checkbox"/> Corporation (Must use EIN)<br><i>A completed Form W-9 must be submitted with this contract.</i> |   |
| Contractor Number Issued by DPHHS:  |   |

*THIS CONTRACT*, is entered into by and between the MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES (hereinafter referred to as the "Department"), and the home Public Water or Wastewater supplier identified above, (hereinafter referred to as the "Contractor").

*WITNESSETH THAT*, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The purpose of this contract shall be to assist low income households (Eligible Customers) to offset the cost of water and/or wastewater services under the Low Income Home Water/Wastewater Assistance Program (LIHWAP) authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260 and as provided for under the American Rescue Plan Act. ,
2. The effective date and duration of this contract shall be October 1, 2021 through September 30, 2023.
3. To receive direct payments from the Department under LIHWAP, the Contractor agrees:
  - a. To provide appropriate and timely delivery of home water and/or wastewater services to Eligible Customers.
  - b. To charge the Eligible Customers the difference between the actual cost of the home water and/or wastewater services and the amount of the payment made by the Department.
  - c. Not to adversely discriminate in the cost, services or treatment provided to the Eligible Customer on whose behalf a LIHWAP payment is made.
  - d. To provide to the Department upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable. The reconciliation must show amount applied to each eligible recipient account for arrearages, late fees, reconnection fees and/or regular monthly bill rate reduction.
  - e. To clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP.
  - f. That any funds paid by the Department will be used only to meet an Eligible Customer's home water and/or wastewater service needs. Resale or transfer of funds paid to any other party is prohibited.
  - g. Provide all cost and consumption data for LIHWAP recipients to the Department.
4. In consideration of the assurances given in Section 3 of this contract, the Department agrees each Federal Fiscal Year to:
  - a. Determine which customers are eligible for LIHWAP.
  - b. Pay the Contractor an amount determined by the Department LIHWAP policies in accordance with the approved LIHWAP State Plan.
  - c. Upon receipt of LIHWAP eligibility notification, pay the Contractor on a schedule determined by the Department.



5. The Contractor agrees to:
  - a. Credit the payment amount to the eligible customer's account when received and identified by the statement of remittance.
  - b. Use the LIHWAP payment only to pay home water and/or wastewater service obligations the LIHWAP customer previously incurred or incurs during the period from October 1, 2021 through September 30, 2023 for which the payment was issued, Funds may be used to reduce arrearages and/or rates charged to the eligible household to provide continuity of water services, including prevention of disconnection and restoration of water services to households whose water services were previously disconnected.
  - c. Return to the Department any LIHWAP-attributable credit balance no later than September 30, 2023 and include customer's name, LIHWAP benefit issuance date, and account number with the returned funds.
  - d. Return to the Department within ninety (90) days from the date of discontinued service, which includes, but is not limited to, changes of address, account number, or death of recipient, any credit balance and/or line of credit in an eligible customer's account that is identifiable as LIHWAP funds. Include customer's name, LIHWAP benefit issuance date, and account number with remittance.
  - e. Provide as requested, to facilitate State compliance with Federal reporting requirements, LIHWAP recipients' annual water and/or wastewater service consumption data and written reconciliation of LIHWAP funds applied to the recipient's account..
  - f. The mailing address for returned funds is DPHHS/HCSO, P.O. BOX 202956, HELENA, MT 59620.
  - g. LIHWAP funds may not be used for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or facility.
  - h. Report any financial fraud, abuse or misconduct by recipients or in the administration of LIHWAP. If there are reasonable grounds to believe that fraud, abuse or misconduct has occurred call 406-447-4269 or email [sshepherd2@mt.gov](mailto:sshepherd2@mt.gov).
  - i. Cooperate with all investigations of suspected fraud, abuse or misconduct.
6. The Contractor will comply with the Civil Rights Act of 1964. The Contractor agrees that no person shall, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subject to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ or advance in employment qualified handicapped individuals. The Contractor further agrees that all hiring done in connection with this contract shall be based on merit qualification genuinely related to competent performance of the occupational task.
7. The use or disclosure, by any party, of any information concerning a claimant in violation of any rule of confidentiality, or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to services hereunder, is prohibited, except on written consent of the claimant, or the court appointed guardian of a claimant.
8. The Contractor will comply with all applicable regulations and formal Department policies, including those pertaining to licensing, in performing this contract.
9. The Contractor agrees to submit all reports and documents required by this contract or by federal or state law or regulations, timely in the form required by the Department.
10. The Contractor agrees that it will, at all times, indemnify the Department and hold it harmless from any and all losses and claims that may result to the Department because of any negligence on the part of the Contractor, its agents, representatives or employees.
11. The Contractor agrees not to subcontract, assign or transfer any work contemplated under this contract without prior written approval of the Department.
12. The Contractor shall not be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence on the part of the Contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
13. The parties agree that if anticipated government funds are reduced or become unavailable any time during the term of the contract, the Department is not obligated to continue performance of this contract beyond the date the federal or state funds are reduced or become unavailable.
14. If the Contractor fails to provide services called for by this contract or to provide such services within the time specified herein, or any extension thereof, the Department may withhold payment or by written notice of default to the Contractor, terminate the whole or any part of the contract upon written notice. This contract may be canceled or terminated by either of the parties without



cause, however; the parties seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

15. The State of Montana, the Department, the U.S. Department of Health and Human Services, and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this contract, for purposes of making audit, excerpts or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State shall until the expiration of eight (8) years from the completion date of a program year, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein. The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.
16. Financial records, supporting documents, statistical records and all other records supporting the services provided by the Contractor under this contract shall be retained for a period of eight (8) years from the completion date of a program year. The Contractor agrees to make the records described herein available at all reasonable times at the Contractor's general offices. If any litigation, claim or audit is started before the expiration of the eight-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
17. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor's employees are employees of the Department under this contract, nor will be considered employees of the Department under any subsequent amendment to this contract unless otherwise expressed.
- The Contractor must obtain and maintain workers' compensation coverage for the Contractor and the Contractor's employees as provided in Montana law (39-71-401 and 39-71-405, MCA, and as they may be subsequently amended, modified or altered). The Contractor must provide the Department with proof of compliance with the relevant statutory provisions cited herein. The Contractor need not obtain workers' compensation coverage or an exemption therefrom, if the contract is one for casual employment as exempted at 39-71-401(2)(b), MCA.
18. The parties agree that in the event of litigation concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
19. This instrument contains the entire contract between the parties and no statements, promises or inducements made by either party or agents of either party that are not contained in this contract, shall be valid or binding. This contract may not be enlarged, modified or altered except in written amendments.

IN WITNESS THEREOF, the parties have executed this contract on the dates set out below.

**CONTRACTOR**

\_\_\_\_\_  
*Signature of Authorized Agent*

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

\_\_\_\_\_  
*Title of Authorized Agent*  
(Owner, Partner, Manager, Bookkeeper, President/Vice President, Office Clerk)

**MONTANA DEPARTMENT OF PUBLIC  
HEALTH AND HUMAN SERVICES**

\_\_\_\_\_  
*Sara Loewen,*  
*Intergovernmental Human Services Bureau Chief*  
*Human and Community Services Division*


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

1

| Change Order Summary           |           |            |
|--------------------------------|-----------|------------|
| Approved Change Orders         |           |            |
| Number                         | Additions | Deductions |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
| TOTALS                         | \$0.00    | \$0.00     |
| NET CHANGE BY<br>CHANGE ORDERS | \$0.00    |            |

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT PRICE                           | \$ 273,829.19 |
| 2. Net Change by Change Orders                       | \$ 0.00       |
| 3. CURRENT CONTRACT PRICE (Line 1 +/- 2)             | \$ 273,829.19 |
| 4. Work Completed to Date                            | \$ 282,590.03 |
| 5. Stored Materials                                  | \$ 0.00       |
| 6. SUBTOTAL (Lines 4 + 5)                            | \$ 282,590.03 |
| 7. Retainage (Line 6 x 5%)                           | \$ 0.00       |
| 8. PREVIOUS PAYMENTS (Line 9 from prior application) | \$            |
| 9. GROSS AMOUNT DUE (Line 6 - 7 - 8)                 | \$ 282,590.03 |
| 10. 1% MT Gross Receipts Tax (Line 9 x 1%)           | \$ 2,825.90   |
| 11. NET AMOUNT DUE THIS APPLICATION (Line 9 - 10)    | \$ 279,764.13 |

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 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.

|                    |  |
|--------------------|--|
| Payment of:        | \$279,764.13   |
|                    | Line 11 or other - attach explanation of other amount  |
| is recommended by: | <br>Engleber |
|                    | 8/10/21<br>Date  |
| Payment of:        | \$279,764.13   |
|                    | Line 11 or other - attach explanation of other amount  |
| Is approved by:    |  |
|                    | Owner Date   |
| Approved by:       |  |
|                    | Funding Agency (if applicable) Date  |

# Progress Estimate

Contract

| For (contract) 2021 Street Maintenance |   |               |       |              | Application Number: 1      |                                      |                  |  |  |
|--|---|---------------|-------|--------------|----------------------------|--------------------------------------|------------------|--|--|
| Application June - July 2021           |   |               |       |              | Application Date: 8/9/2021 |                                      |                  |  |  |
| A                                      |   |               |       |              | B                          | WORK COMPLETED                       |                  | E  | F  |
| Item No.                               | Description                             | Item Quantity | Units | Unit Price   | Scheduled Value            | C<br>From Previous Application (C+D) | D<br>This Period | Materials Presently Stored (Not in C or D) | Total Completed and Stored to Date (C+D+E) |
| 101                                    | General Requirements                    | 1             | LS    | \$ 25,226.00 | 25,226.00                  |                                      | 1                |  | 25,226.00                                  |
| 102                                    | Traffic Control                         | 1             | LS    | \$ 17,700.00 | 17,700.00                  |                                      | 1                |  | 17,700.00                                  |
| 103                                    | 2 Inch Cold Mill (Large Areas)          | 7,797         | SY    | \$ 2.85      | 22,221.45                  |                                      | 8967             |  | 25,555.95                                  |
| 104                                    | 2 Inch Cold Mill (Big Areas - 19 Loc's) | 3,466         | SY    | \$ 5.11      | 17,711.26                  |                                      | 3328             |  | 17,006.08                                  |
| 105                                    | Paving (Large Areas)                    | 7,797         | SY    | \$ 9.55      | 74,461.35                  |                                      | 8967             |  | 85,634.85                                  |
| 106                                    | Paving (Big Areas - 19 Loc's)           | 3,466         | SY    | \$ 14.20     | 49,217.20                  |                                      | 3328             |  | 47,257.60                                  |
| 107                                    | Small Patch Paving                      | 60            | SY    | \$ 20.00     | 1,200.00                   |                                      | 51               |  | 1,020.00                                   |
| 108                                    | Asphalt Tack Coat                       | 1             | LS    | \$ 2,400.00  | 2,400.00                   |                                      | 1                |  | 2,400.00                                   |
| 109                                    | Crack Sealing                           | 13,969        | LF    | \$ 1.22      | 17,042.18                  |                                      | 11590            |  | 14,139.80                                  |
| 110                                    | Asphalt Seal Coat (Chip Seal)           | 26,657        | SY    | \$ 1.75      | 46,649.75                  |                                      | 26657            |  | 46,649.75                                  |
| SUB-TOTALS                             |   |               |       |              | \$273,829.19               | \$0.00                               | \$62,891.00      | \$0.00                                     | \$282,590.03                               |

EJCDC No. c-620 (2002 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute



