



# FINANCE COMMITTEE AGENDA

June 3, 2024 – 4:30 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
  - a. Regular Meeting, May 6, 2024
  - b. Special Meeting: May 23, 2024
3. **Public Comment** - *Limit to three minutes per person.*
4. **Continued Business.**
  - a. Fee Schedule Review - Jordan
5. **New Business**
  - a. Resolution 2024-R-14: Short Term Investment Pool Authorization – Jordan
  - b. Liquor License Renewals – Jordan
  - c. Garbage Truck Purchase – Trent/Jordan
  - d. Public Water Supply Well, Final Pay Estimate - Trent
  - e. Review and Sign May Claims – Stan/Jordan
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
  - a. Regular Meeting: Monday, July 1, 2024, at 4:30PM
8. **Adjournment.**

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## Finance Committee

### Members

Gordon Pierson (Chair) | Rob Kersch | John Henderson

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

May 6 , 2024 – 4:00 pm | Council Chambers, City Hall

<b>Members Present:</b>	Gordon Pierson, Rob Kersch,
<b>Members Absent:</b>	Ward 1 Vacant
<b>Mayor:</b>	None
<b>CAO:</b>	Jordan Green
<b>Staff:</b>	Trent Freeman
<b>Guests:</b>	See sign in sheet

**1. Call Meeting to Order:**

- a. Chairman Pierson called the meeting to order at 4:00PM.

**2. Approval of Minutes:**

- a. Special Finance Meeting: April 5, 2024

Member Kersch motioned to approve as presented. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

**3. Public Comment:**

- a. None

**4. Continued Business:**

- a. None

**5. New Business:**

- a. Stahly Engineering Task Order for MCEP/RRG Grant Writing and Administration for Wastewater Collection System Improvements – Jordan

This scope of work will review the existing PER for the City's Wastewater System to identify the scope of a Phase 2 Inflow and Infiltration reduction project. It also includes grant writing to the MCEP and RRGL programs to fund the project. Amount of the grant asks will be discussed at the next Finance and City Council meeting. Total task order cost for grant prep is \$16,500. Grant amounts: MCEP - \$375,000, RRG - \$125,000, Match - \$250,000 (with 50% SRF loan forgiveness). On April 23, 2024, the Public Works Committee recommended the approval of this task order to the Finance Committee and City Council.

Chairman Pierson motioned to approve as presented with recommendation to City Council. Member Kersch seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

b. Montana League of Cities and Towns Financial Assistance Contract – Jordan

The Montana League of Cities and Towns recently hired Jodi Rogers, lifelong clerk/treasurer from Choteau, to help local communities with financial services. We would like to contract for her assistance and to help train Stan on the following: long-range budget forecasting, budget transfers, GAAP/GASB principles, and other high-level municipal financing topics.

Member Kersh motioned to approve as presented with recommendation to City Council. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

c. Deer Lodge Little League Contract – Jordan

For the past three years, the City has had a contract with the Little League where the City gave field use authorization to the League and paid \$1,000/year to the League to maintain one field. The League approached Parks and Rec Committee to renegotiate the contract. The proposed contract would still give access to the fields, but up the amount to \$8,000/year for 3 years. The intent is for them to improve one field a year in addition to maintenance on previously improved fields. At its March meeting, the Parks and Recreation committee discussed the proposal from the League and at its April meeting, it was recommended the draft contract language to the Finance Committee and City Council for approval.

Member Kersch motioned a recommendation to City Council with amended contract language *"up to \$8,000/year for 3 years and the Recreation Department to provide yearly quotes of maintenance and supplies"*. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

d. Supplemental Funding for Chamber of Commerce Yearly Deer Lodge App Invoice – Jordan

When the Deer Lodge app was implemented by the County, the Chamber agreed to fundraise for the yearly \$5,000 invoice. However, the invoice came 3 months earlier than expected and the Chamber had not fundraised enough yet. The Chamber had raised \$1,450. In order to keep the app functioning, I propose we supplement this yearly payment with the consideration that the Chamber continue to fundraise this year to help offset our costs and become self-sustaining next year. Recommend approval of the supplemental funding of \$3,550 to the City Council.

Member Kersch motioned and recommended to City Council to approve the \$3,550 as a One-Time loan with a due date of September 2024 from the Chamber of Commerce. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

e. Pay Application #1 for Wastewater Improvements Project – Trent

Pay Application #1 with associated Change Orders submitted by MJD Contracting for the Sewer Inflow and Infiltration Project in the amount of \$404,772.39. Installation of sewer manhole in two locations on Montana Ave. This is required to gain access to ends of the lines for slip lining. Public Works Committee recommended the Pay Application at their 4/23/2024 meeting.

Member Kersch motioned and recommended to City Council to approve Pay Application #1 for Wastewater Improvements Project. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

f. 2024 Street Maintenance Project Recommendation to Award – Trent

Recommendation of Award to Helena Sand and Gravel for the 2024 Street Maintenance Project, which consists of Rainbow Avenue Reconstruct and Mill and Over on Pennsylvania Ave., Park St., and Pavilion Lane in the amount of \$469,512.00. Also requested is a 10% contingency to expedite any potential change orders. Total amount requested is \$516,463.20. Public Works recommended the award and contingency at their April 23, 2024 meeting.

Chairman Pierson motioned to approve as presented with recommendation to City Council. Member Kersch seconded the motion. 2 Ayes, 0 Nos, 1 Vacant. Motion passed.

g. Review and Sign April Claims – Stan/Jordan

Claims reviewed and signed by committee with recommendations to Council.

**6. Committee Comments or Concerns:**

a. Member Kersch, we need another committee member on Finance.

**7. Announcement of Next Meeting:**

a. Regular Meeting: Monday, June 3, 2024 at 4:00pm

**8. Adjournment:**

The meeting was adjourned at 5:46PM.

Prepared by: Cyndi Thompson, City Clerk

\_\_\_\_\_  
Gordon Pierson, Chairperson

\_\_\_\_\_  
Date

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**Finance Committee Members**

Gordon Pierson (Chair) | Rob Kersch | Vacant

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

May 23 , 2024 – 4:30 pm | Council Chambers, City Hall

<b>Members Present:</b>	Gordon Pierson, Rob Kersch, John Henderson
<b>Members Absent:</b>	None
<b>Mayor:</b>	None
<b>CAO:</b>	Jordan Green
<b>Staff:</b>	Cyndi Thompson
<b>Guests:</b>	See sign in sheet

1. **Call Meeting to Order:**
  - a. Chairman Pierson called the meeting to order at 4:30PM.
2. **Approval of Minutes:**
  - a. Regular Finance Meeting: Deferred till next meeting
3. **Public Comment:**
  - a. None
4. **Continued Business:**
  - a. None
5. **New Business:**
  - a. ATIIIP Grant Application Funding Approval – Jordan

ATIIIP stands for Active Transportation Infrastructure Investment Program. The Active Transportation Infrastructure Investment Program (ATIIIP) is a new competitive grant program created by the Bipartisan Infrastructure Law. It aims to construct safe and connected active transportation facilities, including bike paths and walking trails, within communities and between communities. The project that I'm proposing that we put forward to funding is a planning and 100% design of a freeway to freeway, Main Street improvement. That includes everything from trails and walkability to safety features to stormwater features to street trees, benches, sidewalk improvements, curb both outs, pretty much everything that makes the street both safe, walkable and an interesting place to be. City will work with Stahly Engineers daily, their Extension and their subcontract landscaping architecture firm. MDT has agreed to be on board throughout the whole planning process to make sure that everything that we do will not inhibit their ability to maintain industry.

Asking for \$80,000 to \$90,000 of funding to be set aside as a match for 2 years in order to get an initial \$380,000 to \$400,000.

Member Kersch motioned to approve ATIP Grant Application Funding as presented and a recommendation to City Council. Member Henderson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

**6. Committee Comments or Concerns:**

a. None

**7. Announcement of Next Meeting:**

a. Regular Meeting: Monday, June 3, 2024 at 4:30pm

**8. Adjournment:**

The meeting was adjourned at 4:48PM.

Prepared by: Cyndi Thompson, City Clerk

\_\_\_\_\_  
Gordon Pierson, Chairperson

\_\_\_\_\_  
Date

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**Finance Committee Members**

Gordon Pierson (Chair) | Rob Kersch | John Henderson

## City of Deer Lodge Fee Schedule

### LEGEND

- \*: Fees marked with an asterisk are set by resolution.
- #: Fees marked with a pound sign are set by ordinance and cannot change without a City Code Title Change.
- !: Fees marked with an exclamation point are not clearly defined.
- ^: Fees marked with a caret are being set by resolution, but there is also an ordinance description.
- ~: Fees marked with a tilde are not defined in City Code but are implied to exist.
- @: Fees marked with an at sign are bond-satisfaction rates and should not be changed

### TITLE 1: GENERAL PROVISIONS

- ❖ Fees, Licenses, or Permits: None
- ❖ Fines/Penalty: Title 1 GENERAL PROVISIONS: Chapter 1.08: GENERAL PENALTY contains the basis for all Fines that are not specifically identify in the City Code of Deer Lodge.

#### 1.08.010: GENERAL PENALTY

- A. Whenever in any provision of this Code or other ordinance of the City any act is prohibited or is made or declared to be unlawful, a misdemeanor or an offense, or whenever in any such provision or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is otherwise provided therefor, any person upon conviction for the violation of any such provision of this Code or ordinances shall be punished by a fine not exceeding five hundred dollars (\$500.00) for the first or second like violation or in the event of a third or subsequent like violation by imprisonment not to exceed six (6) months or by both such fine and imprisonment, for each such offense.
  - 1. Each day any violation of any ordinance shall continue, shall constitute a separate offense.
    - a. Provisions for first, second, third, or subsequent violations described in A. above do not apply in the event of a continuation of offense as described in A.1. above.
- B. In the construction and interpretation of this section, the revocation of a license or permit shall not be considered as a recovery or penalty so as to bar any other penalty being enforced.

*(Ordinance 1 – 1/17/1980: Effective 1/17/1980)*

#### 1.08.020: EXECUTION OF A FINE.

- A. If the judgment is for a fine alone, execution may issue thereon as on a judgment in a civil case.
- B. A judgment that the defendant pay a fine may also direct that he be imprisoned until the fine be satisfied, in the proportion of one day's imprisonment for every ten dollars (\$10.00) of the fine.

### TITLE 2: ADMINISTRATION AND PERSONNEL

- A. No Fees, Licenses, Permits, or Fines
- (Ordinance 2019-6 – 08/19/2019: Effective 08/19/2019)*

### TITLE 3: REVENUE AND FINANCE

- A. No Fees, Licenses, Permits, or Fines

### TITLE 4: SEWER AND WATER

- A. Fees, Licenses, Permits, Cost of Service
  - 1. Public Works Call Out Fees [4.13.040]
    - a. During Normal Work Hours (8:00 AM – 5:00 PM, Monday – Friday) ..... \$0.00\*

- b. After Hour Work Week Rate (Monday - Friday) ..... \$200.00\*
- c. Weekends ..... \$300.00\*
- d. Holidays ..... \$400.00\*

NOTE: FEES DO NOT INCLUDE ANY OTHER ADDITIONAL EXPENSES INCURRED.

- 2. Water Line Attachment Fee [4.20.020.A]
  - a. ¾" ..... \$773.00#
  - b. 1" ..... \$1,187.00#
  - c. 1.5" ..... \$2,045.00#
  - d. 2" ..... \$3,140.00#
  - e. 3" ..... \$5,196.00#
  - f. 4" ..... \$8,546.00#
  - g. 6" ..... \$16,831.00#

NOTE: Owner also responsible for all other permit and tapping fees and/or incidental expenses of materials and manpower.

- 3. Sewer Line Attachment (Development) Fee (Based on size of freshwater line). These fees are in addition to development expenses. [4.19.020, 4.19.030]:
  - a. ¼ Inch ..... \$478.00\*
  - b. 1 Inch ..... \$732.00\*
  - c. 1 ½ Inch ..... \$1,264.00\*
  - d. 2 Inch ..... \$1,937.00\*
  - e. 3 Inch ..... \$3,214.00\*
  - f. 4 Inch ..... \$5,251.00\*
  - g. 6 Inch ..... \$10,402.00\*

- 2. Residential and Commercial Permit Fee [4.04.020.A.1.] ..... \$75.00\*
- 3. Industrial Waste Establishment Permit Fee [4.04.020.A.3.] ..... \$500.00\*

- 4. Sprinkling
  - a. Automatic Sprinkler Registration [4.18.065.B.]: ..... \$0.00\*
    - 1.) No Charge, but Automatic Sprinkling System Registration Form Must be Completed.
  - b. Sprinkling Variance for New Lawn ..... \$0.00\*
    - 1.) No Charge, but Must Notify City in Writing. Valid for 2 weeks.

- 5. Private Disposal Permit Fee [4.03.010]: ..... **Set by Powell County Environmental Health Department#**

- 6. Water/Sewer/Garbage Service Deposit [4.12.130]: ..... \$100.00\*

- 7. Monthly Water Charge [4.10.070, 4.16.010]

a. **Within the Corporate Limits of Deer Lodge:**

1.) **Residential**

a.) **Flat Rates**

i.) **Pipe Size**

- (a.) ½, ¾, 1 Inch ..... \$25.43@
- (b.) 1 Inch ..... \$39.08@
- (c.) 1 ¼ Inch ..... \$54.94@
- (d.) 1 ½ to 1 ¾ Inch ..... \$57.32@
- (e.) 2 Inch ..... \$103.34@
- (f.) 2 ½ ..... \$161.036@
- (g.) 3 Inch ..... \$171.00@
- (h.) 4 Inch ..... \$281.26@
- (i.) 5 Inch ..... \$407.08@
- (j.) 6 Inch ..... \$554.13@

b.) **Meter Rates**

i.) **Pipe Size**

- (a.) ½, ¾, 1 Inch ..... \$19.59@
- (b.) 1 Inch ..... \$30.08@
- (c.) 1 ¼ Inch ..... \$42.26@
- (d.) 1 ½ to 1 ¾ Inch ..... \$51.77@
- (e.) 2 Inch ..... \$79.50@
- (f.) 2 ½ ..... \$103.12@
- (g.) 3 Inch ..... \$131.56@



- (h.) 4 Inch..... \$216.346@
- (i.) 5 Inch..... \$313.456@
- (j.) 6 Inch..... \$426.27@
- ii.) Residential Monthly Meter Rates for each 100 Cubic Feet (748.0519 gallons) monthly.

Consumption	Unit Rate
From 0 to 8 ccf	Included in Minimum
From 8 to 50 ccf	\$2.52 per 100 ccf@
Over 50 ccf	\$2.184 per 100 ccf@

1.) Commercial

- a.) Flat Rates
  - i.) Pipe Size
    - (a.) ½, ¾, 1 Inch..... \$29.38@
    - (b.) 1 Inch..... \$45.11@
    - (c.) 1 ¼ Inch ..... \$63.39@
    - (d.) 1 ½ to 1 ¾ Inch ..... \$77.69@
    - (e.) 2 Inch..... \$119.25@
    - (f.) 2 ½ ..... \$154.674@
    - (g.) 3 Inch..... \$197.31@
    - (h.) 4 Inch..... \$324.53@
    - (i.) 5 Inch..... \$470.171@
    - (j.) 6 Inch..... \$639.39@
  - b.) Meter Rates
    - i.) Pipe Size
      - (a.) ½, ¾, 1 Inch..... \$23.52@
      - (b.) 1 Inch..... \$36.10@
      - (c.) 1 ¼ Inch ..... \$50.70@
      - (d.) 1 ½ to 1 ¾ Inch ..... \$77.69@
      - (e.) 2 Inch..... \$119.25@
      - (f.) 2 ½ ..... \$123.75@
      - (g.) 3 Inch..... \$197.31@
      - (h.) 4 Inch..... \$324.53@
      - (i.) 5 Inch..... \$376.18@
      - (j.) 6 Inch..... \$639.39@
    - ii.) Residential Monthly Meter Rates for each 100 Cubic Feet (748.0519 gallons) monthly.

Consumption	Unit Rate
From 0 to 8 ccf	Included in Minimum
From 8 to 50 ccf	\$2.327 per 100 ccf@
Over 50 ccf	\$2.00 per 100 ccf@

b. Outside the Corporate Limits of Deer Lodge:

- 1.) Residential
  - a.) Flat Rates
    - i.) Pipe Size
      - (a.) ½, ¾, 1 Inch..... \$27.61@
      - (b.) 1 Inch..... \$42.43@
      - (c.) 1 ¼ Inch ..... \$59.66@
      - (d.) 1 ½ to 1 ¾ Inch ..... \$73.09@
      - (e.) 2 Inch..... \$112.19@
      - (f.) 2 ½ ..... \$145.54@
      - (g.) 3 Inch..... \$185.67@
      - (h.) 4 Inch..... \$305.36@
      - (i.) 5 Inch..... \$442.40@
      - (j.) 6 Inch..... \$601.63@
    - b.) Meter Rates

- i.) Pipe Size
  - (a.) ½, ¾, 1 Inch ..... \$21.27@
  - (b.) 1 Inch..... \$32.66@
  - (c.) 1 ¼ Inch ..... \$45.89@
  - (d.) 1 ½ to 1 ¾ Inch ..... \$56.21@
  - (e.) 2 Inch..... \$86.31@
  - (f.) 2 ½ ..... \$111.96@
  - (g.) 3 Inch..... \$142.83@
  - (h.) 4 Inch..... \$234.88@
  - (i.) 5 Inch..... \$340.31@
  - (j.) 6 Inch..... \$462.80@
- ii.) Residential Monthly Meter Rates for each 100 Cubic Feet (748.0519 gallons) monthly.

Consumption	Unit Rate
From 0 to 8 ccf	Included in Minimum
From 8 to 50 ccf	\$2.11 per 100 ccf@
Over 50 ccf	\$1.82 per 100 ccf@

2.) Commercial

- a.) Flat Rates
  - i.) Pipe Size
    - (a.) ½, ¾, 1 Inch ..... \$31.90@
    - (b.) 1 Inch..... \$48.98@
    - (c.) 1 ¼ Inch ..... \$68.81@
    - (d.) 1 ½ to 1 ¾ Inch ..... \$84.34@
    - (e.) 2 Inch..... \$129.47@
    - (f.) 2 ½ ..... \$167.93@
    - (g.) 3 Inch..... \$214.23@
    - (h.) 4 Inch..... \$352.35@
    - (i.) 5 Inch..... \$510.47@
    - (j.) 6 Inch..... \$694.20@

b.) Meter Rates

- i.) Pipe Size
  - (a.) ½, ¾, 1 Inch ..... \$25.53@
  - (b.) 1 Inch..... \$39.20@
  - (c.) 1 ¼ Inch ..... \$55.06@
  - (d.) 1 ½ to 1 ¾ Inch ..... \$67.47@
  - (e.) 2 Inch..... \$99.70@
  - (f.) 2 ½ ..... \$134.36@
  - (g.) 3 Inch..... \$171.42@
  - (h.) 4 Inch..... \$281.90@
  - (i.) 5 Inch..... \$408.42@
  - (j.) 6 Inch..... \$555.41@
- ii.) Residential Monthly Meter Rates for each 100 Cubic Feet (748.0519 gallons) monthly.

Consumption	Unit Rate
From 0 to 8 ccf	Included in Minimum
From 8 to 50 ccf	\$2.52 per 100 ccf@
Over 50 ccf	\$2.18 per 100 ccf@

- c. Short Term Water Responsibility Discontinuance Monthly Charge ..... To Be Determined (Water Bond)@
  - 1.) Covers base infrastructure cost.
- d. Discontinuance/Disconnection [4.12.040]: ..... Owner’s Expense
- e. Reconnection Fee [4.12.050.A.] : ..... \$100.00\*

2. Monthly Sewer Charge [4.10.070] Evaluated at a minimum of biannually [4.10.050]:

- a. **Within the Corporate Limits of Deer Lodge:**
  - 1.) Residential ..... \$42.31\*
  - 2.) Commercial ..... \$42.31\*
- b. **Outside the Corporate Limits of Deer Lodge:**

- 1.) Within City Limits ..... \$42.31\*
  - 2.) Outside City Limits..... \$42.31\*
  - E. Short Term Sewer Responsibility Discontinuance Monthly Charge [4.10.071.B]: ..... \$12.87@**
    - 1.) Covers base infrastructure cost.
  - 3. Discontinuance/Disconnection [4.10.071]: ..... Owner’s Expense
  - 4. Extension of Water Main [4.12.030]: ..... Cost Borne by Owner
- B. Fines/Penalties**
- 1. Watering Hours/Method Violations (Includes Automatic Sprinkling System Violations) [4.18.080/4.12.060.Q] – Currently in Water Shortage Double Penalty Stage due to loss of one well [4.18.070]
    - a. First Offense.....\$25.00 x 2=\$50.00^
    - b. Second Offense.....\$40.00 x 2=\$80.00^
    - c. Third Offense .....\$60.00 x 2=\$120.00^
    - d. Fourth Offense.....\$80.00 x 2=\$160.00^
    - e. Open Hose [4.18.060] .....\$125.00 x 2=\$250.00\*
  - 2. Clear Water Connection Penalty [4.04.080/4.09.020]: ..... <= \$500.00\*
  - 3. Discharge of Unpolluted Waters Penalty [4.05.010/4.09.020]: ..... <= \$500.00\*
  - 4. Discharge of Specified Waters or Waste Penalty [4.05.030/4.09.020]: ..... <= \$500.00\*
  - 5. Exceeding Specified Substances, Materials, Waters, Waste Limits [4.05.040/4.09.020]: ..... <= \$500.00\*
  - 6. Sewer Destruction Penalty [4.06.010/4.09.010/4.09.020]: ..... <= \$500.00\*
    - a. Immediate Arrest on Charge of Disorderly Conduct
  - 7. Discharge of Specified Waters or Waste Penalty [4.05.030/4.09.020]: ..... <= \$500.00\*
  - 8. Liability to City for Expense, Loss, Damage Due to Violation [4.09.030]: ..... **Actual Cost**
  - 9. Monthly Water and Sewer Charge Late Fee [Not Defined]: ..... \$1.5% of Total!**
  - 10. Two Month Late Disconnect Fee [Not Defined]: ..... \$25.00!**
  - 11. Discontinued Water Service Reconnection/Usage without Authorization [4.12.050.D]:
    - a. Reconnection Fee: ..... \$25.00 during business hours, otherwise per Public Works Callout Fee Schedule#
    - b. Owner additionally liable for all monthly charges since disconnect date
  - 12. Discontinued Sewerage Service Reconnection/Usage w/o Authorization [4.10.070.D]:
    - a. Reconnection Fee ..... Included with Water Connection Fee.#
    - b. Owner additionally liable for all monthly charges since disconnect date#
    - c. Willful and Blatant reconnection could result in denial of future discontinuation of service applications.#
      - 1.) Denial must state specific reasons.
      - 2.) This action can only be resolved by appeal to the City Council within 30 days of denial.
  - 13. Non-Compliance with Phosphorus Compound Discharge to Wastewater [4.11.070]:
    - a. First Offense..... Notification by City Clerk, with 10 Days to comply#
    - b. Non-Compliance after 10 Days: ..... Misdemeanor#
  - 14. Each Violation of This Chapter [4.11.070]: ..... \$50.00 to \$500.00#
    - a. Each day violation continues counts as a separate violation

**TITLE 5: BUSINESS LICENSES AND REGULATIONS**

- 1. Fees, Licenses, or Permits [5.02.050: LICENSE SCHEDULE OF FEES]
  - a. Annual Business License Fees [5.02.020: A]
    - 1.) Term: July 1, Current Year through June 30, Following Year
    - 2.) License:
      - a.) General Business License (Per Business/Branch) [5.02.040]: ..... \$125.00\*
      - b.) Non-Resident General Business License (Per Business/Branch):..... \$150.00!
      - c.) Contractor’s Business License:..... \$50.00\*
        - i.) Term: Maximum of 6 months\*
      - d.) Major Home Occupation Business License (Per Business/Branch):..... \$50.00\*
        - i.) Home Business Assessment Required to Verify Home Business Type
        - ii.) Requires Conditional Use Permit: ..... \$100.00\*
          - (a.) This permit cost includes the first year’s Major Home Occupation Business License Fee.
      - e.) Minor Home Occupation Business License (Per Business/Branch):..... \$25.00\*
        - i.) Home Business Assessment Required to Verify Home Business Type

- f.) Non-Profit Business License [5.02.080: E]: ..... \$35.00\*
  - i.) Must provide IRS documentation#
- g.) Pawn Broker License [5.04.020: A]: ..... \$125.00\*
  - i.) Proof of Liability Insurance Required [5.04.110]#
- b. Special Business License Fees
  - 1.) Transient Retail Merchant License [5.02.084: E]: ..... \$20.00\*
    - a.) Term: Up to 1 year#
  - 2.) Itinerant Vender License [5.02.086.B.]: ..... \$50.00\*
    - a.) Term: 90 (Ninety) Days#
    - b.) Proof of Liability Insurance Required [5.02.086.E.]#
- c. Amusement Event License [5.02.090: A]: ..... \$50.00\*
  - 1.) Term: Designated Period of Time
  - 2.) License required for assessment of services.
- d. Amusement Event Permit [5.02.090: A]: ..... \$0.00#
  - 1.) Term: Designated Period of Time
  - 2.) Applies only to Events held within the property boundary of the establishment, otherwise, an Amusement Event License is required.
  - 3.) Permit required for assessment of services.
- e. Duplicate Business License [5.02.060: H]: ..... \$25.00\*
- 2. Fines/Penalties
  - a. Failure to Display Business License [5.02.050: G] ..... \$25.00\*
  - b. Business License Late Fee [5.02.050: C] ..... 50% of Business License Fee#
  - c. Failure to Obtain Business License [5.02.050: F/.070.D] ..... 150% of Business Fee + Late Fees#
    - 1.) This is a misdemeanor.
    - 2.) Every day that business is conducted without a license is a separate offense.
  - d. Failure to Obtain Transient Retail Merchant License [5.02.084: C] ..... Double the License Fee#
  - e. Pawn Broker Fines [5.04.170 Per 1.08.010: GENERAL PENALTY, including the following] .....
    - 1.) Fine: ..... Not to Exceed 500.00#
    - 2.) Violation of Article may result in revocation of license.
    - 3.) Every day of failure to comply is a separate offense.
- 3. Refund of Overpayment [5.02.050: E]
  - a. Whole or In Part.
    - 1.) Providing written notice of overpayment is filed with the City within 30 days from the last day of the month of the overpayment.
    - 2.) City determines validity and amount of refund, if any.
- B. Alcohol Licenses [5.06: REGULATION OF ALCOHOLIC BEVERAGES]
  - 1. Fees, Licenses, or Permits
    - a. Term: ..... July 1, Current Year through June 30, Following Year
    - b. Prorates/Refunds: ..... License fee may be prorated, but not refunded.
    - c. Licenses [5.06.050.A.7.]:
      - 1.) Liquor License (All Beverages): ..... \$275.00\*
      - 2.) Beer and Wine License: ..... \$225.00\*
      - 3.) Beer License: ..... \$175.00\*
      - 4.) Brewery License: ..... \$225.00\*
  - 2. Fines/Penalties
    - a. Failure to Display License [5.06.090/5.06.180]: ..... Per 1.08.010#
    - b. Revocation of State License results in revocation of City License. [5.06.130]
    - c. City Judge is bound by State Law to report convictions within 10 days. [5.06.170]
    - d. Violations punishable by 1.08.010 [5.06.180]
    - e. Minors (under age 21) ..... Penalty as per the MCA for minor in possession of alcohol
- C. Gambling Licenses [5.08: GAMBLING REGULATIONS]
  - 1. Fees, Licenses, or Permits [5.08.010]: ..... License is issued by the State of Montana
- D. Handbill Regulations [5.14: HANDBILL REGULATIONS]
  - 1. Fines/Penalties [5.14.030] ..... Violations Punishable by 1.08.010.#
- E. Sign Regulations [5.16: PROHIBITING PLACING OF SIGNS ON UTILITY & TRAFFIC CONTROL DEVICES]

- 1. Fines/Penalties [5.16.030]..... **Violations punishable by 1.08.010#**
- F. Television Cable Fees [5.18: TELEVISION CABLE SYSTEMS]
  - 1. Fees, Licenses, or Permits [5.18]
    - a. As Negotiated with Television Cable Provider. See Title 13: FRANCHISES
- G. Parade Licenses [5.20: LICENSING PARADES]
  - 1. Fees, Licenses, or Permits [5.20.030]
    - a. Parade Permit [5.20.020]:..... **No Fee#**
    - b. Conditions:
      - 1.) Permit must be obtained a minimum of 7 days prior to event.
  - 2. Fines/Penalties
    - a. Violation of Provisions [5.20.050]:..... **Not Less than \$1.00 or more than \$100.00#**

**TITLE 7: HEALTH AND WELFARE**

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- A. Fees, Licenses, Permits, and Cost for Service
  - 1. Monthly Garbage Collection Charge (within City Limits) [7.02.110]
    - a. Residential
      - 1.) Regular Container:..... **\$14.00\***
      - 2.) Extra Container:..... **\$6.00\***
      - 3.) Additional Pickup Per Occurrence:..... **\$5.00\***
    - b. Commercial
      - 1.) Large Container: ..... **\$26.00\***
      - 2.) Extra Container:..... **\$11.00\***
      - 3.) Additional Pickup Per Occurrence:..... **\$5.00\***
  - 2. Monthly Garbage Collection Charge (outside City Limits) [7.02.110]
    - a. Residential
      - 1.) Regular Container:..... **\$16.00\***
      - 2.) Extra Container:..... **\$7.00\***
      - 3.) Additional Pickup Per Occurrence:..... **\$8.00\***
    - b. Commercial
      - 1.) Large Container: ..... **\$30.00\***
      - 2.) Extra Container:..... **\$13.00\***
      - 3.) Additional Pickup Per Occurrence:..... **\$8.00\***
  - 3. Fireworks Sales and Public Display Permit [7.04.30] **\$50.00\***
    - a. Term: ..... **5 Days**
    - b. Bond [7.04.050]: ..... **Not to exceed \$500.00#**
  - 4. Livestock Permit [7.01.020]..... **\$50.00~**
    - a. Restrictions [7.01.020.A.1, 11.01.140.080: Animal Enclosure Setbacks]
      - 1.) Minimum of 1 acre per animal, maximum of 2)
      - 2.) Property must be inspected and approved by the City Code Enforcement Officer.
      - 3.) No livestock within 100 feet of any neighboring house or dwelling.
  - 5. Poultry Permit [7.01.020]..... **\$25.00~**
    - a. Restrictions [7.01.020.A.2]:
      - 1.) Property must be inspected and approved by the City Code Enforcement Officer.
      - 2.) Up to 6 poultry.
      - 3.) Absolutely no roosters.
      - 4.) Permit is permanent, providing no violations resulting in revocation.
- B. Fines/Penalties [7.01.080, 7.02.120, 7.03.050; 7.04.070]
  - 1. Decay / Nuisances 1<sup>st</sup> Offense [7.01.080] ..... **\$200.00\***
  - 2. Decay / Nuisances All Subsequent Offenses [7.01.080]..... **\$500.00\***
  - 3. Garbage Collection Violation 1<sup>st</sup> Offense [7.02.120]..... **\$50.00\***
  - 4. Garbage Collection Subsequent Offenses [7.02.120] ..... **\$125.00\***
  - 5. Monthly Water / Sewer Charge Late Fee [NEED REFERENCE]: ..... **1.5% of Total Charges Late!**

6.	Unlawful Dumping 1 <sup>st</sup> Offense [7.02.120].....	\$250.00*
7.	Unlawful Dumping Subsequent Offenses [7.02.120] .....	\$500.00*
8.	Burning of Refuse Violation 1 <sup>st</sup> Offense [7.03.050].....	\$75.00*
9.	Burning of Refuse Subsequent Offenses [7.03.050] .....	\$150.00*
10.	Fireworks Sale and Public Display Fine for Failure to Buy Permit [7.04.070].....	\$100.00*
11.	Fireworks Penalty 1 <sup>st</sup> Offense [7.04.070] .....	\$50.00*
12.	Fireworks Penalty 2 <sup>nd</sup> Offense [7.04.070] .....	\$125.00*
13.	Failure to Obtain Livestock or Poultry Permit [7.01.080].....	1.5 times the Permit Fee + Cost of Permit*

**TITLE 8: ANIMALS**

A. Dog Licenses [8.02.030: LICENSING]

1.	Fees, Licenses, or Permits [8.02.030]	
a.	Dog Licenses [8.02.030]	
1.)	Term: January 1, Current Year through Last Day of February, Following Year	
2.)	Restrictions:	
a.)	Must have current Rabies Vaccine [8.02.030.6]	
b.)	Applies to Dogs > 6 Months Old [8.02.030.3]	
3.)	Licenses:	
a.)	Altered Dog License [8.02.030: A.4].....	\$10.00*
i.)	Excess Dog License (Each Dog Over 2) .....	\$20.00#
b.)	Unaltered Dog License [8.02.030: A.4]: .....	\$15.00*
i.)	Excess Dog License (Each Dog Over 2) .....	\$30.00#
b.	Excess Animal Permit [8.02.025: C] .....	\$25.00#
1.)	Required for More than 2 Dogs > 6 Months Old	
2.)	Maximum Number of Dogs is 5	
3.)	Each Dog over 2 Dogs Costs Double the Normal Licensing Fee (Altered or Unaltered)	
c.	Lost Dog License Tag [8.02.030.A] .....	\$2.00#
d.	Pet Adoption Fee [8.04.044] .....	\$35.00~
e.	Impoundment Fee [8.04.080] .....	\$35.00~
f.	Daily Impound Boarding Fee [8.04.080] .....	\$25.00~
2.	Fines/Penalties	
a.	Late Licensing Fee per Dog [8.02.030: A.7].....	Double Normal License Fee*
b.	Dog Off Leash [8.02.050: A] .....	\$25.00*
c.	Failure to Have Control [8.02.050: B] .....	Impoundment
d.	Dog Running At Large [8.04.010; 8.04.110]	
1.)	1 <sup>st</sup> Offense .....	Impoundment Fees Plus \$50.00*
2.)	2 <sup>nd</sup> Offense .....	Impoundment Fees Plus \$100.00*
3.)	3 <sup>rd</sup> Offense .....	Impoundment Fees Plus \$200.00*
e.	Animal Waste Removal. [8.02.182]	
1.)	1 <sup>st</sup> Offense .....	\$20.00~
2.)	2 <sup>nd</sup> and Subsequent Offense .....	\$50.00~
f.	Violations of Provisions of This Chapter Not Set By Fee .....	Not to Exceed \$500.00#
1.)	Kennels Prohibited. [8.02.200]	
2.)	Chasing Vehicles. [8.02.181]	
3.)	Barking Dogs. [8.01.180]	
4.)	Teasing or Unauthorized Releasing of Animal. [8.02.210]	
g.	Misdemeanor Violations:	
1.)	Any person found violating 8.02.025, 8.02.030.A. will be charged a misdemeanor. [8.02.220]	
2.)	Unlawful Releasing of Animals. [8.04.090]	
3.)	Keeping Wild Animals [8.04.095]	
4.)	Animals Disturbing the Peace [8.04.100]	
5.)	Obstructing an Animal Control Designee or Shelter Attendant to Care for Animals. [8.04.070]	

**TITLE 9: PUBLIC PEACE, SAFETY AND MORALS**

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- A. Fees, Licenses, or Permits
  - 1. Deer Lodge Police Department – Case or Accident Report Request Form
    - a. Involved Party ..... UNDER REVIEW (CURRENTLY FREE) ~
    - b. Third Party and Public At Large..... UNDER REVIEW (CURRENTLY FREE)~
- B. Fines/Penalties
  - 1. Violations of Chapter 9.08: PROHIBITING POSSESSION OF FIREARMS [9.08.040]
    - a. Violation of any other term/provision of Chapter 9.08:..... Section 1.08.010 of this Code#
  - 2. Violations of Chapter 9.12: UNLAWFUL CONDUCT [9.12.020]
    - b. Violation of any other term/provision of Chapter 9.12:..... Section 1.08.010 of this Code#
  - 3. Violations of Chapter 9.18: CURFEW [9.18.020]
    - a. Violation of any other term/provision of Chapter 9.18:..\$25 - \$75 OR Up to 10 Hours Community Service, OR Both#
  - 4. Violations of Chapter 9.24: ELECTRIC FENCES IN CITY UNLAWFUL [9.24.020]
    - c. Violation of any other term/provision of Chapter 9.24:.....\$25 + \$25/Each Additional Day#
  - 5. Violations of Chapter 9.26: PUBLIC DRINKING, DISPLAY OR EXHIBITION OF BEER OR LIQUOR PROHIBITED [9.26.030]
    - d. Violation of any other term/provision of Chapter 9.26:.... Section 1.08.010 of this Code AND Section 1.08.020#
  - 6. Violations of Chapter 9.28: DEPARTMENT OF REVENUE PRE APPROVED RESPONSIBLE ALCOHOL SALES & SERVICE [9.28.070]
    - a. Violation of any other term/provision of Chapter 9.28:
      - 1.) 1<sup>st</sup> Offense: ..... Written Warning to the Licensee & Department of Revenue Notified#
      - 2.) 2<sup>nd</sup> Offense ..... \$100.00 fine to offending server#
      - 3.) 3<sup>rd</sup> Offense ..... \$250.00 fine to offending server#
      - 4.) 4<sup>th</sup> Offense ..... Section 1.08.010 of this Code #

**TITLE 10: VEHICLES AND TRAFFIC**

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- A. Fees, Licenses, or Permits
  - 1. None
- B. Fines/Penalties
  - 1. Violations of Chapter 10.02: TRAFFIC REGULATIONS [10.02]
    - a. Careless Driving [10.02.120]: ..... Misdemeanor, \$85.00 #
    - b. Violation of any other term/provision of Chapter 10.02 [10.02.130.A.1.a]: ..... \$1.00 to \$100.00#
      - 1.) ALTERNATIVE: [10.02.130.A.1.b] Any person in violation of this Chapter may pay a \$25.00 fine at City Hall within 5 business days or appear before the City Judge after 5 business days and before 15 calendar days with the potential of a fine within the full amount as described in 10.02.130.A.1.a. #
  - 2. Violations of Chapter 10.04: PARKINGREGULATIONS [10.04.140]
    - a. Violations of Chapter 10.04 ..... \$1.00 to \$50.00#
    - b. ALTERNATIVE: [10.04.140.A.1.b] Any person in violation of this Chapter may pay a \$5.00 fine at City Hall within 5 business days or appear before the City Judge after 5 business days and before 15 calendar days with the potential of a fine within the amount as described in 10.04.140.A.1.a. ^
  - 1. Violations of Chapter 10.06: MOTORCYCLES OR QUADRICYCLES
    - a. Violation of any other term/provision of Chapter 10.06 [10.06.050]:
      - 1.) First Offense ..... \$10.00 to \$50.00#
      - 2.) Second Offense ..... \$25.00 - \$100.00#
      - 3.) Third or Subsequent Offense .....\$100.00 - \$500 plus Impoundment of not less than 6 months#
  - 2. Violations of Chapter 10.08: ABANDONED AND JUNK VEHICLES
    - a. Violation of Chapter 10.08 [10.08.090]: ..... Section 1.08.010 of this Code#
      - 1.) Each day a violation exists or continues constitutes a separate offense.
      - 2.) Each day that a violation continues or each time that a violation continues past a parking limitation period is a separate violation.
      - 3.) Removal of the nuisance by the Powell County Sheriff or City Police Chief is authorized.
      - 4.) City may charge the expense of removing the nuisance
      - 5.) Owner is responsible for Impound Fees as set by the impoundment business owner

- 6.) The City Council may seek injunctive relief from a court of record to enjoin further violations
- 3. Violations of Chapter 10.12: SNOWMOBILES
  - 1.) Violation of any other term/provision of Chapter 10.12 [10.12.030.A.1.a]: ..... \$10.00 to \$30.00#
  - 2.) ALTERNATIVE: [10.12.030.A.1.b] Any person in violation of this Chapter may pay a fine of \$10.00 at City Hall within 5 business days or appear before the City Judge after 5 business days and before 15 calendar days with the potential of a fine within the full amount as described in 10.12.030.A.1.a.#
- 4. Violations of Chapter 10.14: TRUCKS AND LOAD RESTRICTIONS
  - a. Violation of any other term/provision of Chapter 10.14 [10.14.040]:
    - 1.) First Offense ..... \$10.00 to \$50.00#
    - 2.) Second Offense (within 1 year) ..... \$50.00 - \$200.00#
    - 3.) Third or Subsequent Offense (within 1 year) ..... \$200.00 - \$500.00#
- 5. Violations of Chapter 10.16: HEIGHT, LENGTH, WIDTH AND LOAD RESTRICTIONS
  - 1.) Fine [10.16.130] ..... \$1.00 - \$150.00#
  - 2.) ALTERNATIVE: [10.16.130.A.1.a] Any person in violation of this Chapter may pay a fine of \$50.00 at City Hall within 5 business days or appear before the City Judge after 5 business days and before 15 calendar days with the potential of a fine within the full amount as described in 10.16.130.A.1.a.#
- 6. Violations of Chapter 10.17: VEHICLE LOAD LIMITS [10.17.070]
  - 1.) Violation of any other term/provision of Chapter 10.17: ..... \$100.00 to \$500.00#
- 7. Violations of Chapter 10.18: RAILROAD ENGINE AND TRAIN SPEED LIMIT [10.18.020]
  - a. Violation of any other term/provision of Chapter 10.18:..... Section 1.08.010 of this Code#

**TITLE 11: ZONING**

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- A. Fees, Licenses, or Permits [6.01.160]
  - 1. Subdivisions Major (5 Plus Parcels) ..... \$1000.00\*
  - 2. Subdivisions Minor (1 -4 Parcels) ..... \$600.00\*
  - 3. Conditional Use Permit (C.U.P.) ..... \$50.00\*
  - 4. All Plan Amendments ..... \$50.00\*
  - 5. Appeal of Administrative Decision ..... \$50.00\*
  - 6. Rezoning ..... \$50.00\*
  - 7. Variances ..... \$50.00\*
  - 8. Certificate of Survey (COS) ..... \$50.00\*
  - 9. Utility Right-of-Way Permit ..... \$50.00\*
  - 10. Floodplain Development Permit ..... \$25.00\*
  - 11. Zoning Permit ..... No Fee, Included in Business License Cost~
  - 12. Advertising Fee for Public Hearing ..... Cost of Silver State Posting\*

\* APPLICANTS SUBJECT TO ALL ASSOCIATED COSTS (Newspaper Ads, Mailings, Administrative Costs, Engineering, etc.)

**TITLE 12: STREETS AND SIDEWALKS**

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- A. Fees, Licenses, or Permits
  - 1. Street and Alley Excavation Fee [12.04.050, as set by Resolution 1281]:
    - a. Minimum Charge (Paved or Unpaved): ..... \$50.00\*
    - b. Surfaced Area (i.e. Asphalt, Concrete) Additional Charge: ..... \$10.00 per Square Foot\*
      - 1.) This charge must be provided by check prior to project commencement and is refundable upon successful completion within time restraints (generally October 1<sup>st</sup> at the latest) and finish inspection by the Public Works Supervisor.
      - 2.) Refer to **Resolution 1281 (provided to each permit holder)** for full details of time restraints and specifications for proper repair of excavated area.
    - c. Requirement:.... All City Water and Sewer Mains must be uncovered by final Hand Digging upon reaching reasonable proximity.
- B. Fines/Penalties
  - 1. Breaking a Sewer or Water Main with Power Equipment [12.04.070]: ..... \$100.00 + Repair Fees#
    - a. Public Works Supervisor, Health Inspector, Mayor, or Councilman will stop work until fees are paid. [12.04.070]



- 2. Violation of any other term/provision of Chapter 12.04: ..... Section 1.08.010 of this Code #
- 3. Detrimental Sidewalks (Refusal to Repair) [12.06.020]: ..... Repair Cost as Lien on Property #
- 4. Overhanging Trees (Refusal to Remove) [12.06.040]: ..... Removal Cost as Lien on Property #
- 5. Skateboarding, Roller Skating, & Other Prohibited Devices on Main Street [12.08] ..... ADDRESS 1.08 GENERAL PENALTY~

**TITLE 13: FRANCHISE**

- A. Fees, Licenses, or Permits
  - 1. Charter Communications Franchise Fee [13.04.130]: ..... 5% of Gross Revenues for Calendar Year#
    - a. Conditions (Insurance/Indemnity) [13.04.070]:
      - 1.) Workers Compensation: ..... Statutory Limits#
      - 2.) Commercial General Liability: ..... \$1M/Occurrence, Combined Single Liability, \$2M General Aggregate#
      - 3.) Auto Liability ..... \$1M/Occurrence, Combined Single Liability#
      - 4.) Umbrella Liability ..... \$1M/Occurrence, Combined Single Liability#
- B. Fines/Penalties
  - 1. None

**TITLE 14: PUBLIC WAYS AND PROPERTY**

- A. Fees, Licenses, or Permits
  - 1. Purchase Price of Cemetery Plot [14.04.040]: ..... \$350\*
  - 2. Internment Cost [14.04.044]:
    - a. Full Interment: ..... \$450!
    - b. Saturday Interment: ..... \$500!
    - c. Sunday Interment: ..... \$600!
    - d. Holiday Interment: ..... \$700!
  - 3. Cremation Cost [14.04.044]: ..... \$275\*
  - 4. Disinterment Cost [14.04.060]: ..... \$300 for 1<sup>st</sup> 2 hours +\$150 each additional hour\*
  - 5. Monument Setting [14.04.120]
    - a. Flat: ..... \$125\*
    - b. Raised: ..... \$175\*
    - c. Military: ..... Free\*
  - 6. Other Cemetery Services [14.04.120]: ..... \$25/hr (during normal cemetery hours)\*
- B. Fines/Penalties
  - 1. Violation of Chapter 14.06: CEMETERY REGULATIONS [14.06.030] ..... Not Greater than \$100#

**TITLE 15: BUILDINGS AND CONSTRUCTION**

- A. Fees, Licenses, or Permits [15.02.020, 15.02.080]
  - 1. Fence (After Zoning Compliance) ..... \$20.00\*
  - 2. Windows and Doors with Header Changes ..... \$20.00\*
    - a. Includes all Windows and Doors Done at One Time, If done using separate permits, price is per permit
  - 3. Siding, Partial House (up to 50% of Entire House) ..... \$20.00\*
  - 4. Siding, Entire House ..... \$40.00\*
  - 5. Stairs, Ramps and Landings ..... \$20.00\*
  - 6. Roof, Partial House (up to 50% of Entire Roof) ..... \$20.00\*
  - 7. Roof, Entire House ..... \$40.00\*
  - 8. Demolition ..... \$40.00\*
  - 9. Egress Window (With Excavation and Egress Area Well – Otherwise as per 2.a) ..... \$60.00\*
    - a. Includes all above Egress Windows Done at One Time, If done using separate permits, price is per permit
  - 10. Deck or Decks ..... \$40.00\*
  - 11. Plan Review (if necessary for unique projects) ..... \$35.00 to \$150.00\*
  - 12. Building Permit Term: 6 Months
- B. Fines/Penalties

City Council Approval February 7, 2022

1. Starting Without Permit [15.02.110.A.] ..... Double the Fee
2. Violating Permit [15.02.110.A.]..... **Not More than \$300.00#**
3. Violation of Chapter 15.02: BUILDING REGULATIONS Not Set By Fine in Title 15
  - a. Fine [15.02.110]:..... **Not More than \$300.00#**
  - b. Penalty [15.02.110]:..... **Misdemeanor#**
    - a.) Conditions: ..... Each Day Counts as Separate Offense

**Appendix A: Version History**

**CURRENT VERSION 1/18/2022**

- ❖ Resolution 2022-XX
  - Title 1: GENERAL PROVISIONS
    - Included an updated definition of the general penalty in 1.08.010 to remove jail time as a potential penalty for first and second offenses, and the addition of 1.08.010.A.1.a.
  - Title 2: ADMINISTRATION AND PERSONNEL
    - No Fees/Fines/Changes
  - Title 3: REVENUE AND FINANCE:
    - No Fees/Fines/Changes
  - Title 4: SEWER AND WATER
    - Changed Residential and Commercial Permit Fee [4.04.020.A.1.] and Industrial Waste Establishment Permit Fee [4.04.020.A.3] to be set by resolution in fee schedule and not by ordinance.
    - Removed Excess BOD and SS Surcharge from Title 4 and fee schedule.
    - Removed Public Sewer Disturbance Permit and Fee from Title 4 and fee schedule.
  - Title 5: BUSINESS LICENSES AND REGULATIONS
    - Title 5 and fee schedule changed to reflect the following business license fees to be set by resolution (were previously undefined): Contractor’s Business License, Major Home Occupation Business License, Minor Home Occupation Business License, Transient Retail Merchant License, and Itinerant Vender License.
    - Reduced Major Home Occupation Business Permit from \$300.00 to \$100.00 to reflect reduction in Conditional Use Permit Application fee in Title 11.
  - Title 6: CITY PLANNING
    - Fees found in Title 6 have been moved to Title 11.
  - Title 7: HEALTH AND WELFARE
    - Monthly Garbage Collection Charges:
      - Increased Regular Residential Container rates from \$12.00 to \$14.00 within city limits, and from \$14.00 to \$16.00 outside city limits.
      - Increased Large Commercial Container rates from \$22.00 to \$26.00 within city limits and from \$26.00 to \$30.00 outside city limits.
    - Added language “NEED REFERENCE” to Monthly Water/ Sewer Charge Late Fee to reflect necessary changes to Title 7.
  - Title 8: ANIMALS
    - No Changes
  - Title 9: PUBLIC PEACE, SAFETY AND MORALS
    - Changed Cost of Case or Accident Report Request Form to reflect that they are under review and currently free.
      - Involved Party..... UNDER REVIEW (CURRENTLY FREE) was previously \$7.00
      - Third Party and Public At Large ..... UNDER REVIEW (CURRENTLY FREE) was previously \$25.00
  - Title 10: VEHICLES AND TRAFFIC
    - 10.02: Traffic Regulations
      - Changed careless driving penalty to be \$85.00 and a misdemeanor. Removed maximum of \$250.00.
      - Changed any other violations to be \$1.00 to \$100.00 instead of general penalty [1.08.010].
      - Added reduced penalty of \$25.00 if paid at City Hall within 5 business days.
    - 10.04: Parking Regulations
      - Added violation of chapter to be \$1.00 to \$50.00.
      - Added reduced penalty of \$5.00 if paid at City Hall within 5 business days.
      - Removed parking meter violation language and fees to match revised Title 10.
    - 10.06: Motorcycles or Quadricycles
      - Increased first offense minimum from \$5.00 to \$10.00.
    - 10.12: Snowmobiles
      - Added reduced penalty of \$10.00 if paid at City Hall within 5 business days.
    - 10.16: Height, Length, Width and Load Restrictions
      - Decreased minimum penalty from \$50.00 to \$1.00.
      - Lowered alternative payment from \$75.00 to \$50.00 if paid at City Hall within 5 business days.

- Title 11: Zoning
  - Added and reduced Fees from Title 6 to new Title 11: Schedule of Fees, Charges, and Expenses [11.01.270.070]:
    - a. Subdivisions Major (5 Plus Parcels) ..... \$1000.00\*
    - b. Subdivisions Minor (1 -4 Parcels)..... \$600.00\*
    - c. Conditional Use Permit (C.U.P.)..... \$50.00\* (was previously \$300.00)
    - d. All Plan Amendments..... \$50.00\* (was previously \$300.00)
    - e. Appeal of Administrative Decision..... \$50.00\* (was previously \$300.00)
    - f. Rezoning ..... \$50.00\* (was previously \$300.00)
    - g. Variances ..... \$50.00\* (was previously \$300.00)
    - h. Certificate of Survey (COS)..... \$50.00\* (was previously \$150.00)
    - i. Utility Right-of-Way Permit ..... \$50.00\* (was previously \$150.00)
    - j. Floodplain Development Permit..... \$25.00\*(was previously \$100.00)
    - k. Zoning Permit ..... No Fee, Included in Business License Cost~
    - l. Advertising Fee for Public Hearing.....Cost of Silver State Posting\*
- Title 12: STREETS AND SIDEWALKS
  - Removed fee associated with Excavation Permit language to reflect Title 12 [12.04.020].
  - Changed Skateboarding, Roller Skating, & Other Prohibited Devices on Main Street [12.08] to be addressed by general penalty [1.08]
- Title 13: FRANCHISE
  - No Changes
- Title 14: PUBLIC WAYS AND PROPERTY
  - No Changes
- Title 15: BUILDINGS AND CONSTRUCTION
  - Fees, Licenses, or Permits [15.02.020, 15.02.080]
    - Fence (After Zoning Compliance) .....\$20.00\* (reduced from \$45.00)
    - Windows and Doors with Header Changes .....\$20.00\* (reduced from \$45.00)
      - ◆ Includes all Windows and Doors Done at One Time, If done using separate permits, price is per permit
    - Siding, Partial House (up to 50% of Entire House) .....\$20.00\* (reduced from \$60.00)
    - Siding, Entire House .....\$40.00\* (reduced from \$125.00)
    - Stairs, Ramps and Landings .....\$20.00\* (reduced from \$65.00)
    - Roof, Partial House (up to 50% of Entire Roof) .....\$20.00\* (reduced from \$70.00)
    - Roof, Entire House.....\$40.00\* (reduced from \$130.00)
    - Demolition.....\$40.00\* (reduced from \$80.00)
    - Egress Window (With Excavation and Egress Area Well – Otherwise as per 2.a).....\$60.00\* (reduced from \$90.00)
      - ◆ Includes all above Egress Windows Done at One Time, If done using separate permits, price is per permit
    - Deck or Decks .....\$40.00\* (reduced from \$125.00)

**PREVIOUS VERSION 2/3/2020**

- ❖ Resolution 2020-XX
  - Title 1: GENERAL PROVISIONS
    - No Fees/Fines/Changes
  - Title 2: ADMINISTRATION AND PERSONNEL
    - No Fees/Fines/Changes
  - Title 3: REVENUE AND FINANCE:
    - No Fees/Fines/Changes
  - Title 4: SEWER AND WATER
    - Water Service Deposit [4.12.130]: (\$100.00) New in 2020
      - Determined by recommendation from Sarah Robbins.
    - Watering Hours Violations: 2<sup>nd</sup> Violation \$40 x 2=\$80.00 (down from \$85) and 3<sup>rd</sup> Violation \$60.00 x 2=\$120 (up from \$110). Also indicated that all watering hours/method violation fees are double the normal due to loss of one well.
    - Short Term Water Discontinuance Responsibility Monthly Charge: (\$xx.00) – New in 2020
      - Covers base infrastructure cost.

- Short Term Sewer Discontinuance Responsibility Monthly Charge: (\$xx.00) – New in 2020
  - Covers base infrastructure cost.
- Y Title 5: BUSINESS LICENSES AND REGULATIONS
  - Contractor’s Business License: ..... \$50.00!
    - Term: Maximum of 6 months!
  - Minor Home Occupation Business License: (\$25.00) – New in 2020.
  - Major Home Occupation Business License: (\$50.00) – New in 2020
    - Requires Conditional Use Permit: ..... \$300.00!
      - ◆ This permit cost includes the first year’s Major Home Occupation Business License Fee.
  - Amusement Event License: (\$50.00) – New in 2020
  - Amusement Event Permit: (Free) – New in 2020
  - Transient Merchant Fee: (\$20.00) – Lowered from \$50.00
- Y Title 6: CITY PLANNING
  - Appeal of Administrative Decision ..... \$300.00~
  - Zoning Permit ..... No Fee, Included in Business License Cost~
- Y Title 7: HEALTH AND WELFARE
  - Fireworks Sales and Public Display Permit: (\$50.00) - \* Lowered from \$75.00
  - Fireworks Sales and Public Display Fine for Failure to Buy Permit: (\$100.00) – Lowered from \$150.00
  - Fireworks Penalty 1<sup>st</sup> Offense (\$50.00) – Lowered from \$75.00
  - Fireworks Penalty 2<sup>nd</sup> Offense (\$125.00) – Lowered from \$150.00
- Y Title 8: ANIMALS
  - Unaltered Dog License: (\$10.00) – Lowered from \$15.00
  - Established Excess Dog Fee of \$25 for dogs in excess of 2 but less than 6: (\$25.00) - New in 2019
    - Double the license fee for dogs 3, 4, and 5: (Determined by altered/unaltered fee) – New in 2019
  - Daily Impound Boarding Fee [8.04.080] ..... \$25.00~
  - Poultry Permit Fee: (\$25.00) – Lowered from \$40.00
  - Animal Waste Removal: 1<sup>st</sup> Offense is \$20.00, 2<sup>nd</sup> and Subsequent Offense is \$50.00.
  - Failure to obtain Livestock or Poultry Permit: 1.5 times the Permit Fee + Cost of Permit
- Y Title 9: PUBLIC PEACE, SAFETY AND MORALS
  - No Changes
- Y Title 10: VEHICLES AND TRAFFIC
  - No Changes
- Y Title 11: Zoning
  - Contained in Title 6 currently.
- Y Title 12: STREETS AND SIDEWALKS
  - 2. Street and Alley Excavation Fee [12.04.050, as set by Resolution 1281]:
    - a. Minimum Charge (Paved or Unpaved): ..... \$50.00!
    - b. Surfaced Area (i.e. Asphalt, Concrete) Additional Charge: ..... \$10.00 per Square Foot!
      - 1.) This charge must be provided by check prior to project commencement and is refundable upon successful completion within time restraints (generally October 1<sup>st</sup> at the latest) and finish inspection by the Public Works Supervisor.
      - 2.) Refer to **Resolution 1281 (provided to each permit holder)** for full details of time restraints and specifications for proper repair of excavated area.
- Y Title 13: FRANCHISE
  - No Changes
- Y Title 14: PUBLIC WAYS AND PROPERTY
  - Monument Setting for Military: (Free) – Lowered from \$125
  - Other Cemetery Service: (\$25.00/hr) – This fee was implied to exist, but not defined.
- Y Title 15: BUILDINGS AND CONSTRUCTION
  - Building Permits:
    - Windows and Doors with Header Changes Done at One Time: (\$45). If done using separate permits, price is per permit. -- Was previously \$45.00 per Window/Door.
    - Egress Window (With Excavation and Egress Area Well – Otherwise as per 2.a) ..... \$90.00\*
      - ◆ Includes all above Egress Windows Done at One Time, If done using separate permits, price is per permit
    - Egress Window Done at One Time: (\$45). If done using separate permits, price is per permit. -- Was previously \$45.00 per Window.

**Mayor**  
James Jess  
**Chief Administrative Officer**  
Jordan Green  
**City Attorney**  
Peter Elverum  
**City Clerk**  
Cyndi Thompson  
**Compliance Officer**  
Kody Ryan  
**Public Works Superintendent**  
Trent Freeman  
**Treasurer**  
Stanley Glovan  
**City Services Coordinator**  
Gena Micu



**City Council**  
Curt Fjelstad  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
Gregory Larkins  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

**THIS AGENDA ITEM REFERRED BY:** STAFF MEMBER  **TO:** CITY COUNCIL

**Agenda Item Name:** Resolution 2024-R-14: Short Term Investment Pool Authorization

**For Meeting on:** 06/03/2024 **Staff Member/Committee Referring:** Jordan Green

**Description of the item:**

This resolution is required annually when the signature authorities on the Short Term Investment Pool account change. We always have our Finance Committee members as additional authorities. This resolution authorizes them and the Treasurer to access the account. STIP is a investment pool that Montana municipalities have access to through the Board of Investments that allows us to invest and withdraw funds with short notice.

**Attachments:**

1) Resolution 2024-R-14 and Appendix A and B.

**Previous Committee Engagement:**  
*(discussion, outcomes, recommendations, public comment)*

None.

**Recommended Motion/Action:**

Pass Resolution 2024-R-14 on first and final reading.

## RESOLUTION 2024-R-14

### RESOLUTION AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE AS FOLLOWS:

#### ARTICLE I

#### DEFINITIONS

The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

“Account” means a specific Participant Bank account to be used in conducting STIP Program transactions.

“Agreement” means the agreements of the Participant contained within this Resolution.

“Authorized Representative” means the officer or official of the Participant designated and authorized by the Governing Body to act on behalf of Participant in the STIP Program.

“Authorized Delegate” means any officer, official, or employee of the Participant delegated authority by the Authorized Representative to initiate transactions using the STIP Program.

“Bank” means a financial institution designated and authorized to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

“Board” means the Board of Investments, a state agency organized and existing under the laws of the State.

“Exhibit A” means the STIP Participation Information Sheet attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Exhibit B” means the Electronic Funds Transfer Authorization Form attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Governing Body” means the governing body of political subdivision (Participant) authorized by Montana state law to participate in the STIP Program.

“Participant” means the political subdivision requesting participation in the Board’s STIP Program.

“Short-Term Investment Pool” means the Board’s investment program administered under the direction of the Board of Investments as authorized by the Unified Investment Program and as more fully defined and described by

the Montana Code Annotated and in the Board's Governing Policies. "Short-Term Investment Pool" is synonymous with "STIP" and "Program" as used in this Resolution and Exhibits A and B.

## SHORT-TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 1.01 Participation Agreement. The Governing Body requests participation in the STIP Program and agrees that Participant will comply with and be bound by all laws, policies, procedures, and participation requirements applicable to the Program, as may be amended from time to time.

Section 1.02 STIP Program. STIP is available to state and local governments to serve their short-term cash flow and deposit needs. The Program's objectives are to preserve capital and maintain high liquidity. The Program has the following attributes:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution methods are: (a) Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank; or (b) earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business day's notice (transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice);
- 5) Access to STIP is only through the Board's electronic web-based portal (no cash, checks or notifications by fax, phone or email will be accepted);
- 6) The Board's STIP web portal provides real-time information on each account including investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board reports the Short-Term Investment Pool on a Net Asset Value (NAV) basis on its financial statements. A NAV per share of STIP will be reflected on the Board's website for each month-end period.

Section 1.03 Review of Policies, Procedures, and Participation Requirements. Participant represents that it has reviewed to its satisfaction all Board policies, procedures, and participation requirements applicable to the STIP Program. See, Board Governance Policies 40.600, 40.601, and 40.602.

Section 1.04 Authorized Representative: The Governing Body designates STANLEY GLOVAN, who holds the position of CITY TREASURER as the Participant's Authorized Representative to conduct transactions between STIP and the Bank.

The Governing Body DOES allow the Authorized Representative to appoint and remove additional Authorized Delegate(s) on behalf of the Participant. If "DOES" is checked, any addition or removal of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed.



The Governing Body designates and authorizes the Participant's Bank, (the "Bank"), identified in Exhibit B, with the Account Number and American Bankers Association (ABA) Number, for settlement of STIP participant transactions. The account is a CHECKING ACCOUNT.

The Governing Body DOES allow the Authorized Representative to change either the Bank or the Account. If 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body DOES allow the Authorized Representative to change the earnings distribution method.

Section 1.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body. However, the absence of an Authorized Representative does not nullify the current authority of the Authorized Delegate(s) to make STIP transactions.

Section 1.06 Annual Confirmation. The Board will annually confirm with the Governing Body and the Authorized Representative the:

1. Name of the Authorized Representative;
2. Name(s) of any Authorized Delegate(s); and
3. Name of the Bank and the associated Account Numbers (truncated).

Section 1.07 Effective Date. Participant's Agreement will take effect when the Resolution Certificate, this Resolution, and completed and executed Exhibits A and B are received by the Board. The Participant's Agreement will stay in effect until terminated in writing by the Governing Body.

## ARTICLE II

### MISCELLANEOUS

Section 2.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 2.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, that its participation in STIP is voluntary, and agrees to the Board's administration and governance of the Program according to the Board's policies, procedures, and participation requirements.

Section 2.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold harmless the state of Montana, the Board, and the Board's members, officials, and employees for the acts, omissions, mistakes, and negligence of the Participant, Governing Body, and their members, officials, and employees, including but not limited to an Authorized Representative or Authorized Delegate who, for any reason, is not qualified or mistakenly listed

with the Board as a permissible representative to authorize transactions using the STIP Program, incorrect instructions as to amounts or timing of sales or purchases, or missed deadlines.

Section 2.04 No Warranty. The Governing Body and Participant agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, natural disasters, terrorism or threats of terrorism, civil disorder, medical epidemics or other calamities, or other market dislocations or interruptions.

Section 2.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business with only those parties it determines are qualified and authorized to participate in the Program who abide by the Board's policies, procedures, and participation requirements. The Governing Body and Participant understand that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy and that the Board is legally charged to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 2.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the state of Montana, the Board, or any other entity against investment losses.

### ARTICLE III

#### EXHIBITS A AND B

Section 3.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution are Exhibit A, the STIP Participation Information Sheet, and Exhibit B, the Electronic Funds Transfer Authorization Form, which together provide the instructions required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent that Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and accepted by the Board before participation is allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED by the Deer Lodge City Council this 3<sup>rd</sup> day of June, 2024.

<b>Council Member</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
Curt Fjelstad				
Kirk Hayes				
John Henderson				
Robert Kersch				
Rian King-Chavez				
John Molendyke				
Gordon Pierson				
Vacant Ward 1				
James Jess   Mayor				

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

Attest:

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

## Exhibit A

<b>STIP PARTICIPATION INFORMATION SHEET</b>							
STIP Program Manager Montana Board of Investments boi_stip@mt.gov PO Box 200126                      Helena, MT 59620-0126 Phone 406.444.0003					<i>For Official Use Only</i>		
<b>Requests must be submitted by Authorized Representative of the Participant.</b>					STIP DATA		
					INVEST TA		
					ACCT ID		
<i>The STIP Participant listed below agrees to participate in the STIP Program as established under § 17-6-204, MCA, and the terms and conditions of STIP operations as determined by the Montana Board of Investments as follows:</i>							
<b>Section 1. STIP Participant Information Summary</b>							
STIP Participant Name →	City of Deer Lodge				Tax Identification Number (TIN) →	81-6001253	
Mailing Address →	300 Main Street	City →	Deer Lodge	State →	MT	Zip →	59722
STIP Account # → <i>(For official use only)</i>	CI DEER 97						
Authorized Representative Name, First →	Stanley	Name, Last →	Glovan		Title →	Treasurer	
Telephone Number →	(406) 846-2238	Fax Number →	(406) 846-3925	E-mail →	sglovan@cityofdeerlodge mt.gov		
<b>Section 2. Investment and Earnings Information</b>							
The STIP Participant has the option to either reinvest their earnings or distribute earnings.							
<b>Check one box only.</b>							
Reinvest Earnings <input checked="" type="checkbox"/>				Distribute Earnings <input type="checkbox"/>			
<b>Section 3. Authorized Delegates</b>							
The Authorized Delegate(s) whose name(s) appears below is (are) authorized to purchase and sell shares in STIP for the Participant.							
Name, First →	Robert	Name, Last →	Kersch		E-Mail →	rkersch@cityofdeerlodge mt.gov	
Name, First →	Gordon	Name, Last →	Pierson		E-Mail →	gpierson@cityofdeerlodgemt .gov	
Name, First →	John	Name, Last →	Henderson		E-Mail →	jhenderson@cityofdeerlodge mt.gov	
I hereby certify as the Authorized Representative of the STIP Participant that the information contained herein is true, accurate and complete as of the date hereof.							
Signature →				Date →			
Printed Name →	Stanley Glovan			Title →	Treasurer		



Business Type Codes for Type equal to BEVERAGE LICENSE and all Activated Businesses 2024-25

Business Type Code	Description	Physical Address	Phone	2nd Phone
Business				
Person in Charge				
BEVERAGE	BEVERAGE LICENSE			
* CUTLER BROTHERS PRODUCTIONS LLC - BEVERAGE KELLY CUTLER, JERI ANNE & ALBERT CUTLER	301 MAIN ST DEER LODGE MT 59722		(406) (406)	
✓ 4B'S ORIGINAL CAFE - BEVERAGE 4B'S ORIGINAL CAFE - BEVERAGE	819 MAIN STREET DEER LODGE MT 59722	Hard Rock Casino	(406) (406)	
✓ B.P.O.E. DEER LODGE #1737 - BEVERAGE GERALD BENDER	289 MAIN STREET DEER LODGE MT 59722		(406) (406)	846-1737
✓ BROKEN ARROW - BEVERAGE SCHARF, RON	317 MAIN STREET DEER LODGE MT 59722		(406) (406)	846-3400
✓ CELL BLOCK TAVERN - BEVERAGE CARRIE LEASE	818 MAIN ST DEER LODGE MT 59722		(406) (406)	
✓ DINO-MART - BEVERAGE TODD FICKLER	1007 VILLAGE LANE DEER LODGE MT 59722		(406) (406)	846-3970
✓ FAMILY DOLLAR - BEVERAGE FAMILY DOLLAR - BEVERAGE	1002 BUCKSKIN DRIVE DEER LODGE MT 59722		(757) (406)	321-5000
✓ FICS PLAZA - BEVERAGE LAWRENCE FICKLER	1220 NORTH MAIN STREET DEER LODGE MT 59722		(406) (406)	846-3969
✓ FIVE STAR DIVE BAR LLC DBA CORNER OFFICE DAWN MARIE WAGNER	404 MAIN STREET DEER LODGE MT 59722		(406) (406)	846-1332
✓ GOLDEN SPIKE CASINO - BEVERAGE TODD FICKLER	1220 NORTH MAIN STREET DEER LODGE MT 59722		(406) (406)	846-3970
✓ LUCKY LIL'S CASINO - BEVERAGE TOWN PUMP, INC.	203 NORTH MAIN STREET DEER LODGE MT 59722		(406) (406)	497-6700
✓ MONTANA BAR - BEVERAGE JOHN SANDERSON	412 MAIN STREET DEER LODGE MT 59722		(406) (406)	846-2895
* MOUNT POWELL TAP ROOM - BEVERAGE LACIE HAVENER	320 MAIN ST DEER LODGE MT 59722	Have not Received	(406) (406)	846-4208 560-9293
✓ OUTPOST HOLDINGS LLC DYLAN MCWRIGHT	223 COLLEGE AVENUE DEER LODGE MT 59722		(406) (406)	
✓ SAFEWAY - BEVERAGE SAFEWAY, INC.	201 NORTH MAIN STREET DEER LODGE MT 59722		(623) (406)	869-3573 846-1550
✓ TOWN PUMP OF DEER LODGE - BEVERAGE TOWN PUMP, INC.	205 NORTH MAIN STREET DEER LODGE MT 59722		(406) (406)	497-6700
✓ VALLEY FOODS - BEVERAGE GERALD BENDER	711 MAIN STREET DEER LODGE MT 59722		(406) (406)	846-2684
✓ VICTORY LANES - BEVERAGE BEAU BROWN	514 FOURTH STREET DEER LODGE MT 59722		(406) (406)	846-0056

Total Current Businesses 18

2 Business that have not submitted

1. Cutler Bros

2. Mount Powell Tap Room

**Mayor**  
James Jess  
**Chief Administrative Officer**  
Jordan Green  
**City Attorney**  
Peter Elverum  
**City Clerk**  
Cyndi Thompson  
**Compliance Officer**  
Kody Ryan  
**Public Works Superintendent**  
Trent Freeman  
**Treasurer**  
Stanley Glovan  
**City Services Coordinator**  
Gena Micu



*Montana's Undiscovered Treasure*

300 MAIN STREET  
DEER LODGE MT 59722-1057  
406.846.2238

**City Council**  
Curt Fjelstad  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
Gregory Larkins  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

**THIS AGENDA ITEM REFERRED BY:** *STAFF* **TO:** *Finance*

**Agenda Item Name:** Purchase of new Garbage Truck

**For Meeting on:** 06/03/2024 **Staff Member/Committee Referring:** Trent Freeman

**Description of the item:**

Purchase of a new garbage truck and the Heil Rapid Rail System

**Attachments:**

Sourcewell Quote and Kois Bros. Quote for the body

**Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

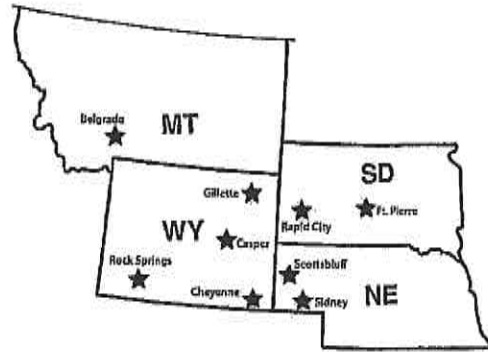
N/A

**Recommended Motion/Action:**

Recommendation to approve the purchase of a new garbage truck in the amount of \$202,078.20 and the Heil Rapid Rail System in the amount of \$198,500.00 for a total amount of \$400,578.20.



Nebraska | Wyoming | South Dakota | Montana



May 15, 2024

Floyd's Truck Center  
6100 South Douglas Highway  
Gillette, WY 82718

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

Reference: Side Loader Sourcewell Quote

To Whom It May Concern:

Thank you for the opportunity to quote this Autocar chassis to you. I know and trust that you will find the Autocar truck to be the best product for your refuse needs. I can provide references for you if you need them to attest to that. The City of Bozeman and the City of Helena are two Cities close to you that have converted their entire fleet to Autocar as a testament of Autocar reliability and I am sure that they would be more than happy to talk to you about their Autocars.

Below is the Sourcewell pricing for the Side Loader you have specified. This price is piggy backed through Sourcewell as a third party so you benefit off of lowered bid pricing for your purchase. **Please note that for this quote to be valid the attached surcharge letter will need to be signed.** I have planned for the price to be as quoted taking into consideration the long wait for it to be built but because the future is unforeseeable and no one knows what a tire or steel is going to cost a year and a half from now we have this protection built in place to protect us from unforeseen rises in cost.

2025 Autocar ACX42 with Deer Lodge Specified Options.....	\$202,078
22 Yard Heil Rapid Rail with Deer Lodge Specified Options.....	\$192,300
Total combined price	\$394,378

Optional 2 Year Body Warranty.....ADD \$ 6,200

This price includes delivery to Deer Lodge Montana and On-Site In-Service Training.

The delivery time is of issue and is not set at this time. The Autocar chassis are now taking around 15 months after date of order to build. Heil has given me a date of completion which is 90-180 days after date of chassis arrival to delivery. That means it could be a year and a half to two years after you order before you receive your truck. As ridiculous as this is, this is also representative of the importance of getting an order in. This is going to the case at hand for the foreseeable future that we have to plan this far in advance. This price is good for 30 days. Please let me know if you have any questions or concerns.

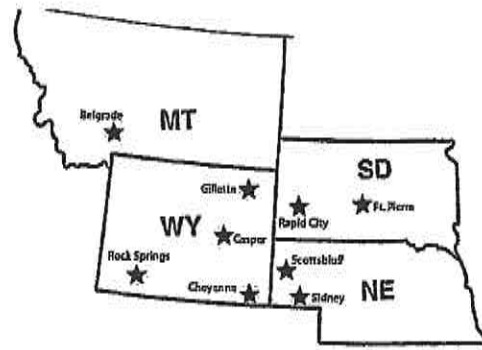
Thank you.

Richard Chafee  
General Manager, Floyd's Truck Center





Nebraska | Wyoming | South Dakota | Montana



Date: May 15, 2024  
Entity: City of Deer Lodge  
Reference: 2025 Autocar Chassis with Heil Rapid Rail Refuse Body

To Whom it May Concern,

As you know, the entire world has been subject to unprecedented global inflation over the past few years. While our industry has shown incredible resilience and we've been instrumental in keeping the world moving, unrelenting and prolonged turbulent economic conditions have resulted. The challenges faced include skyrocketing material and component costs, increased labor wages, rising fuel prices, higher logistics rates and the highest rate of inflation in over four decades.

For these reasons, we find it necessary to include the following terms. Please initial next to each one of the conditions below and sign and date the bottom of this letter to validate the quoted price.

		<u>Initial</u>
<b><u>Surcharges</u></b>	All OEM and/or body surcharges applied to the cost of the vehicle after the bid opening date will be paid by the end user	<input type="checkbox"/>
<b><u>Model Year Escalator</u></b>	All model year escalators exceeding \$2500 will be paid by the end user	<input type="checkbox"/>
<b><u>Delivery Times</u></b>	All late delivery fees will be waived by the end user	<input type="checkbox"/>

In closing, we want to convey our appreciation for your business. We value deep-seated partnerships that extend past recessionary cycles, and which are built on the desire to see our mutual businesses succeed. To that end, we look forward to continuing to be your dealer partner of choice, and to helping your business flourish now and well into the future.

Signature

Print Name

Date



Sourcewell 

Awarded Contract

Contract # 080920-ATC

## Autocar Sourcewell Quote

Customer Name:	City of Deer Lodge
Quote #:	Q0050203
Part #:	ACX42
Model:	ACX
Base Chassis Type:	Diesel
Engine:	L9 - 360HP
Transmission:	3000
Front Axle:	20,000 lb
Rear Axle:	23,000 lb
Tag Axle:	0,000 lb

MSRP:		\$	242,259.00
Sourcewell Member Discount:	20%	\$	(48,451.80)
Freight:		\$	2,550.00
PDI		\$	750.00
Warranties		\$	4,971.00

Total		\$	202,078.20
Quantity	1		
Total		\$	202,078.20

*Christian Spain*

**Christian Spain**  
 Autocar Trucks  
 Sales Operations Manager  
 4680 Pinson Valley Parkway  
 Birmingham, AL 35215  
 Direct: 205.858.0173  
 Main: 765.489.5499



## ***ACX42 Class 8 Model Year 2026***

**Jack's Truck & Equipment, Inc.  
NA**

**Prepared By : Richard Chafee  
rchafee@floydstrucks.com**

**Prepared For : TRENT FREEMAN  
CITY OF DEERLODGE**

**Wednesday, May 15, 2024 8:39:58 AM EST**

# Chassis Specification

05/15/2024

		Description	Front Weight	Rear Weight	Price	
<b>AUTOCAR TRUCKS</b>						
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0	0
S	0040001	MODELS	ACX42	10,535	3,121	237,590
O	5000002	CAB SHELL	SINGLE RIGHT HAND DRIVE CAB	0	0	490
O	100U200	CUSTOMER TYPE	NJPA/SOURCEWELL	0	0	1,000
<b>VEHICLE ADAPTATION</b>						
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0	0	0
O	C03500	TERRITORY	EPA	0	0	0
<b>SOLUTION</b>						
O	C04001	BODY COMPANY	HEIL	0	0	0
O	C02004	BODY TYPE	AUTOMATED SIDE LOADER	0	0	0
S	C070001	FUEL SYSTEM TYPE	DIESEL	0	0	0
O	C06116	BODY STYLE	HEIL RAPID RAIL	0	0	0
O	C05023	TOTAL BODY CAPACITY - BODY/HOPPER	23 YARD	0	0	0
S	C090002	AXLE QUANTITY	2 AXLE	0	0	0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0	0
O	C11006	BODY COMPANY SERVICE OPTION	CONTAINER DUMP	0	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0	0
O	D020230	REAR GAWR	23000 LBS	0	0	0
O	D100430	GVWR	43000 LBS	0	0	0
<b>ENGINE</b>						
S	1012102	ENGINE ASSY	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS	0	0	0
O	972A1000	SPECIAL EMISSION CERTIFICATION LABELS	EPA CLEAN IDLE LABEL (DIESEL)	0	0	0
S	9722025	CERTIFICATION-EMISSIONS	MY2025 ENGINE	0	0	0
S	972B001	ZEV PENALTY	NO PENALTY	0	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0	0
<b>ENGINE EQUIP</b>						
S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0	0

S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0	0
O	4382003	FILTER-FUEL, CHASSIS MOUNTED	DAVCO 245 W/ H2O PROBE & 12V HEAT	0	0	150
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0	65
O	1810003	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0	0
O	2200002	AIR CLEANER	15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON	3	0	50
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR	0	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0	0
S	2322001	EXHAUST STACKS	90 DEGREE SIDE OUT DIFFUSER	0	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCF	0	0	0
S	8020004	ALTERNATOR	DELCO REMY 36ST 12V 160 AMP	13	0	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0	0
O	P630011	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 11 MPH	0	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0	0
S	204B001	COOLANT HOSE HEAT SLEEVE	STANDARD HEAT SLEEVE	0	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0	0

**TRANSMISSION**

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0	0
S	27A0001	TRANSMISSION RETARDER	ALLISON OUTPUT RETARDER RDS TRANSMISSION	0	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0	0
S	2570001	RETARDER CONTROLS - TRANSMISSION	ALLISON RETARDER - LIFT THROTTLE / BRAKE APPLIED	0	0	0
S	27P0001	TRANSMISSION RETARDER AUDIBLE ALARM	TRANSMISSION RETARDER AUDIBLE ALARM	0	0	0
O	2700022	TRANSMISSION	ALLISON 3000 SERIES,6- SPEED	0	0	0
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0	0
S	300015	DRIVESHAFT-MAIN	SPICER 1710HD HALF ROUND	-5	-10	0
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0	110

**FRONT AXLE**

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5	0
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0	50
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0	0
S	7510003	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X6 QP	0	0	0

S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0	0

**REAR AXLE**

S	330145	REAR DRIVE AXLE-SINGLE & TANDEM	ARVIN MERITOR RS23-160 23,000 LB	0	0	0
O	331563	REAR DRIVE AXLE RATIO	5.63	0	0	0
O	333015	REAR DRIVE AXLE ANTI- SPIN DEVICES	SINGLE AXLE FULL LOCKING WHEEL DIFF.	0	17	381
S	3500013	REAR SUSPENSION	HENDRICKSON PAX EX-232 AIR RIDE, 23,000 LB CAP	0	0	0
S	357001	REAR SUSPENSION AIR CONTROL	DASH MOUNTED DUMP VALVE	0	0	0
O	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0	0
O	359006	SHOCK ABSORBERS-REAR	FOR AIR SUSPENSION	0	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0	0
S	7610003	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X7 Q PLUS	0	0	0
S	764012	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC- SINGLE AXLE	0	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0	0
S	781011	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE M/GM STOPGARD (2)	0	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0	0

**BRAKES**

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0	0
S	7412005	BRAKE CONTROL SYSTEM	WABCO ABS 4S4M W/PLC AND ATC MOUNTED IN CAB	0	0	0

**CHASSIS**

O	400183	WHEELBASE	183 INCHES	-39	-50	-135
O	402062	FRAME-REAR OVERHANG	62"	-17	103	150
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0	0
S	406001	FRAME-REAR CUT-OFF	STRAIGHT	0	0	0

S	4070004	FRAME-FRONT EXTENSION	ACX STANDARD FRONT END	0	0	0
O	4090001	FRAME CROSSMEMBER-CENTER	7-PIECE STEEL W/ ALUM BOC X-MEMBER ORIENTATION B	22	118	0
O	4100002	MISC TSO OPTIONS	KEEP RH RAIL CLEAR	0	0	65
O	411012	FRAME CROSSMEMBER-END CLOSING	STEEL CHANNEL MEMBER-IF REQUIRED	0	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0	181
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0	0
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917	0	1	185
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0	0
S	4470001	LH FUEL TANK SPACERS	LH FUEL TANK STANDARD HEIGHT	0	0	0
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0	0
S	4280001	DRILLING FUEL TK SUPT-LEFT	FUEL TANK MTD FWD LHS - STANDARD (IF PROVIDED)	0	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0	0
S	8120007	BATTERY BOX	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0	0
S	8160002	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 0"	5	1	0
S	8090001	BATTERY BOX DRILLING	BOX LOCATED AS FAR FORWARD AS POSSIBLE	0	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0	0
O	7090001	AIR TANK DRILLING	AS MANY TANKS IN RAIL AS POSSIBLE	0	0	0
O	7152001	WET TANK DRAIN	WABCO DV-2 AUTOMATIC W/ HEATER	0	0	55
S	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2	0
O	7130007	AIR DRYER	BENDIX AD-IP EP W/HEAT	15	0	250
O	7100002	AIR DRYER DRILLING	MOUNT AIR DRYER INSIDE RAIL, RHS	0	0	75
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0	0
<b>CAB EXTERIOR</b>						
O	4510005	STEP-CAB ACCESS, CAB MOUNTED	SINGLE SELF CLEANING CAB ENTRANCE STEP	-6	0	-160



S	502001	CAB DOORS	STEEL	0	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0	750
S	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0	0
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK	0	0	95
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0	0
S	661001	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT	0	0	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0	0

**CAB INTERIOR**

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0	100
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED	0	0	125
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0	0
O	5472000	INSULATION-CAB THERMAL	THERMAL INSULATION KIT FOR CAB (EXTREME)	0	0	470
S	5942001	CIGAR LIGHTER	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0	0	0

**CAB CLIMATE CONTROL**

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0	0
S	6092000	AIR CONDITIONER AIR INTAKE FILTER	AIR INLET 30 PPI DUST FILTER	0	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0	0

**GAUGES & INSTRUMENTATION**

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0	0

**LIGHTING**

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0	0

**RADIO/MISC**

S	509001	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0	0	0
O	509Q2002	KEY QTY.	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0	0	0
O	5902002	RADIO	AM/FM/USB/MP3/WB/BT	0	0	40
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0	0
S	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0	35
O	9620001	FIRE EXTINGUISHER	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	5	0	200

**FRONT TIRES / WHEELS**

O	9310046	TIRE MANUFACTURER & TREAD - FRONT	MICHELIN XZU-S 2	0	0	470
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0	0
S	9050015	WHEELS-DISC FRONT	22.5X9.0" STEEL, 5.25" INSET, HAYES	0	0	0

**REAR TIRES / WHEELS**

O	9342029	TIRE MANUFACTURER & TREAD - REAR	MICHELIN X MULTI D+	0	0	452
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S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0	0
O	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL, 6.2" INSET, HAYES	0	-24	-376

**PAINT**

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0	0
S	9801002	CAB COLOR-FIRST	APPROVED -- DPSS-N0007EX -- STANDARD WHITE N0007	0	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0	0

**ADDITIONAL OPTIONS**

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0	0
O	899A204	TRANSMISSION WARRANTY	ALLISON 5YR. EXT WARRANTY W/ TRANS RETARDER	0	0	1,738
O	899B511	ENGINE WARRANTY	2025 L9_EPA_PD1_5 Years / 150,000 Miles_PP1_Matrix: ????	0	0	2,191
O	899K530	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	2025 L9_EPA_AT3_5 Years / 150,000 Miles_Matrix: ????	0	0	1,042
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0	0

**OTHERS**

S	9722025	CERTIFICATION- EMISSIONS	MY2025 ENGINE	0	0	0
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**SUB TOTALS**

BASE WEIGHT/PRICE	10,535	3,121	237,590
FACTORY OPTION WEIGHT/PRICE	-77	163	10,140
DISTRIBUTOR OPTION WEIGHT/PRICE	0	0	0

**TOTALS**

TOTAL PRICE (\$)			247,730
TOTAL WEIGHT (LB)	10,458	3,284	13,742

# Quote Summary

05/15/2024

Values are in U.S. Dollar

<b><i>EQUIPMENT</i></b>	<b><i>EACH</i></b>	<b><i>TOTAL</i></b>
ACX42 Class 8	\$192,807.20	\$192,807.20
SINGLE RIGHT HAND DRIVE CAB		
QUANTITY	1	
ADDITIONAL PURCHASED COVERAGES	\$4,971.00	\$4,971.00
EPA SURCHARGE	\$0.00	\$0.00
ZEV PENALTY FEE	\$0.00	\$0.00
ADDITIONAL PRICE ADJUSTMENT	\$0.00	\$0.00
FACTORY CONTRACT MODIFICATION	\$0.00	\$0.00
OUTSIDE CONTRACT FREIGHT	\$0.00	\$0.00
PDI CHARGES	\$750.00	\$750.00
ADDITIONAL SURCHARGE	\$0.00	\$0.00
NJPA FEE	\$1,000.00	\$1,000.00
NORTH AMERICAN FREIGHT VIA DESIGNATED SHIPPER	\$1,950.00	\$1,950.00
TEMPORARY FREIGHT CHARGE	\$600.00	\$600.00
<b>TOTAL EQUIPMENT PRICE</b>	<b>\$202,078.20</b>	<b>\$202,078.20</b>
<b><i>OTHER CHARGES</i></b>	<b><i>EACH</i></b>	<b><i>TOTAL</i></b>
FET AMOUNT TOTAL	\$0.00	\$0.00
STATE TAX/OTHER FEES	\$0.00	\$0.00
<b>TOTAL QUOTE</b>	<b>\$202,078.20</b>	<b>\$202,078.20</b>

**NOTICE OF TERMS AND CONDITIONS**

**AUTOCAR, LLC QUOTE TERMS AND CONDITIONS APPLY TO THIS QUOTE.  
 SEE NEXT PAGE FOR AUTOCAR, LLC QUOTE TERMS AND CONDITIONS.**

### AUTOCAR, LLC QUOTE TERMS AND CONDITIONS

<p>These Quote Terms and Conditions ("Terms") are made part of and will apply to all orders placed, or sales made, pursuant to a Quote from Autocar, LLC or Autocar Industries, LLC ("AUTOCAR") to a customer ("Customer"). Customer may purchase the goods by submitting a purchase order to AUTOCAR through an AUTOCAR distributor, and additional terms and conditions may be provided to Customer at the time of purchase. Customer has been provided with a copy of the standard AUTOCAR Limited Warranty and the terms are incorporated herein.</p> <p>Quoted prices do not include any government taxes, surcharges, fees or customs charges. Quotes are based on the specifications requested and the cost of materials and labor as of the date issued. AUTOCAR reserves the right to alter its prices at any time. Prices may be updated to reflect changes to specifications or material costs, and any change will be communicated to Customer. Final prices will be reflected on the AUTOCAR vehicle invoice or on a document expressly evidencing AUTOCAR's intent to be bound. Weight estimates are provided for informational purposes only.</p> <p>Once AUTOCAR places an ordered truck in the production schedule, the order is binding and cannot be cancelled, changed, reduced or suspended by distributor or Customer except with AUTOCAR's written consent. AUTOCAR reserves the right to charge Customer for costs or losses resulting from a cancellation, change, reduction, or suspension. AUTOCAR may substitute comparable components for those listed on any Quote or edit the Quote to correct errors.</p>	<p>The goods will be delivered to a location designated by Customer. Title and risk of loss or damage passes to Customer upon presentation of the goods at delivery location. AUTOCAR is not responsible for damage after having received "in good order" receipts from the transportation carrier. Unauthorized modifications to the chassis by Customer or a third party may void the AUTOCAR limited warranty in whole or in part.</p> <p>AUTOCAR's failure to enforce its rights or remedies in the event of a breach is not a waiver of any later breach. AUTOCAR is not responsible for loss or damage resulting from delays caused by temporary product shortages or unavailability, backlogs, operational obstacles or delays, embargoes, riots, acts of governmental authorities, acts of God or any other cause beyond AUTOCAR's reasonable control. These Terms, including all matters relating to the validity and enforcement thereof, shall be governed by the laws of the State of Alabama without giving effect to its conflict of laws provisions.</p> <p>Customer's acceptance of a Quote or Customer's purchase order relating to a Quote constitutes Customer's acceptance of the Quote and these Terms. Any different or additional terms contained in any Customer acknowledgment or Customer terms and conditions are rejected by AUTOCAR and are not binding on AUTOCAR without AUTOCAR's express written consent. Customer represents and confirms that acceptance of a Quote, or a purchase order submitted, is with Customer's full authority.</p>
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Dealer Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

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

## GAWR, GVWR & Tire Pressure

05/15/2024

<b>GVW Rating – 43,000#</b>			
<b>Front GAWR</b>	<b>20,000#</b>	<b>Rear GAWR</b>	<b>23,000#</b>
Front Suspension	22,000#	Rear Suspension	23,000#
Front Wheels	20,000#	Rear Wheels	29,500#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	24,000#
Front Brakes	20,000#	Rear Brakes	26,000#
Front Axle	20,000#	Rear Axle	23,000#
<b>PSI</b>			
Front PSI	130.0	Rear PSI	105.0

# K O I S EQUIPMENT COMPANY INC.

BROTHERS

DENVER  
5200 Colorado Blvd.  
Commerce City, CO 80022  
Phone: 303-298-7370  
Fax: 303-298-8527

BILLINGS  
2107 Harnish Blvd.  
Billings, MT 59101  
Phone: 406-652-3975  
Fax: 406-652-3744

GREAT FALLS  
1610 River Drive North  
Great Falls, MT 59401  
Phone: 406-452-2757  
Fax: 406-452-2799

Quote # 24-4070  
Date: 05/ 2/24

Customer: 10339  
Quote to: FLOYD'S TRUCK CENTER  
6100 S DOUGLAS HWY  
  
GILLETTE WY 82718

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\* QUOTE \*  
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REF: CITY OF DEER LODGE AUTOMATED SIDE LOADER

HEIL RAPID RAIL 22YD AUTOMATED SIDE LOADER BODY

AS PER PREVIOUS CITY OF DEER LODGE SPECS

UNIVERSAL BELT GRABBERS 90-300 GALLON

JOYSTICK CONTROL

STROBE LIGHTS

WORK LIGHTS

TRANSMISSION PTO HYRAULICS

CAMERA SYSTEM- GRABBER & HOPPER

1 YEAR WARRANTY

INSTALLED COMPLETE ON NEW CHASSIS----- \$192,300.00

PRICE IS FOB DEER LODGE, MT

OPTIONAL 2 YEAR BODY WARRANTY-----ADD \$6,200.00

\*LEAD TIME: 90-120 DAYS TO BUILD AT FACTORY AFTER CHASSIS ARRIVES

BEST REGARDS,

KEVIN SMERKER  
BRANCH MANAGER

**Mayor**  
James Jess  
**Chief Administrative Officer**  
Jordan Green  
**City Attorney**  
Peter Elverum  
**City Clerk**  
Cyndi Thompson  
**Compliance Officer**  
Kody Ryan  
**Public Works Superintendent**  
Trent Freeman  
**Treasurer**  
Stanley Glovan  
**City Services Coordinator**  
Gena Micu



*Montana's Undiscovered Treasure*

300 MAIN STREET  
DEER LODGE MT 59722-1057  
406.846.2238

**City Council**  
Curt Fjelstad  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
Gregory Larkins  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

**THIS AGENDA ITEM REFERRED BY:** *STAFF* **TO:** *Finance*

**Agenda Item Name:** Public Water Supply Well Final Pay Estimate

**For Meeting on:** 06/03/2024 **Staff Member/Committee Referring:** Trent Freeman

**Description of the item:**

Final pay estimate for the new public water supply well and change order for a deduction in the contract price in the amount of \$10,550.00

**Attachments:**

Change Order #3 and Final Pay Estimate #5

**Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

N/A

**Recommended Motion/Action:**

Recommendation to approve change order number three in the amount of \$-10,550.00 for a deduction for surface restoration and to approve final pay estimate number five in the amount of \$10,852.68





**Contractor's Application for Payment No. 5 - Final**

Application Period: 3/26/2024 to 5/28/2024  
 Application Date: 5/28/2024  
 Via (Engineer): Sully Engineering  
 Sub Comp Jan 23, 2023, Final Comp Feb 22, 2023  
 Engineer's Project No.: 2506-03120  
 Owner's Contract No.:  
 Contractor's Project No.: COD23-01

Approved Change Orders		Application For Payment Change Order Summary	
Number	Amount	Additions	Debitals
CO1	\$8,396.00	\$8,396.00	
CO2	\$3,530.00	\$3,530.00	
CO3		\$10,558.00	
<b>TOTALS</b>		\$12,424.00	\$10,558.00
<b>NET CHANGE BY CHANGE ORDERS</b>		\$1,866.00	

1. ORIGINAL CONTRACT PRICE \$ 5,310,700.00  
 2. Net change by Change Orders \$ 53,396.00  
 3. Current Contract Price (Line 1 ± 2) \$ 5,310,696.00  
 4. TOTAL COMPLETE AND STORED TO DATE (Column F total on Progress Estimates) \$ 5,310,696.00  
 5. RETAINAGE:  
 a. X \$10,696.00 Work Completed \$  
 b. X Stored Material \$  
 c. Total Retainage (Line 5a + Line 5.b) \$  
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 5,310,696.00  
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 5,199,735.70  
 Subtotal (Line 6-7) \$ 110,960.30  
 a. Less 1% Gross Receipt Tax (Line 6-7x0.01) \$ 1,109.60  
 8. AMOUNT DUE THIS APPLICATION \$ 110,849.70  
 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.e above) \$

Payment of: \$ 110,849.70 (Line 8 or other - attach explanation of the other amount)  
 is recommended by: *[Signature]* (Date) 5/28/2024  
 Payment of: \$ (Line 8 or other - attach explanation of the other amount)  
 is approved by: (Owner) (Date)  
 Approved by: (Date)  
 Funding or Financing Easily (if applicable) (Date)

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

Contractor Signature: *[Signature]* Date: 5/28/2024



Date of Issuance: 5-24-2024	Effective Date: 11-20-2023
Owner: City of Deer Lodge	Owner's Contract No.:
Contractor: O'Keefe Drilling	Contractor's Project No.:
Engineer: Stahly Engineering	Engineer's Project No.: 2506-03J20
Project: Public Water Supply Replacement Well	Contract Name: PWS - New Well

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

1. Omitting Bid Item No. 117 Surface Restoration for the Contract minus \$450.00 per email attached.

Bid Item 117 Surface Restoration Cost \$11,000.00-\$450.00 = \$10,550.00

Total this change order = \$(10,550.00)

Attachments :Email correspondence

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>207,300.00</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> \$ <u>13,946.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>221,246.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>10,550.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>210,696.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Title: <u>Project Engineer</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>
Date: <u>05-24-2024</u>	Date: _____	Date: <u>5-28-2024</u>

## Clint Smith

---

**From:** Jordan Green <jgreen@cityofdeerlodgemt.gov>  
**Sent:** Thursday, May 23, 2024 8:55 AM  
**To:** Greg Wirth; Trent Freeman  
**Cc:** Clint Smith; Robie Culver; Kurt Thomson  
**Subject:** RE: Deer Lodge PWS Well

Thank you, Greg.

**Jordan Green, AICP, CFM**  
**Chief Administrative Officer**  
City of Deer Lodge  
300 Main St.  
Deer Lodge, MT 59722  
Phone: (406) 594-1896

**From:** Greg Wirth <gwirth@seaeng.com>  
**Sent:** Wednesday, May 22, 2024 2:05 PM  
**To:** Jordan Green <jgreen@cityofdeerlodgemt.gov>; Trent Freeman <tfreeman@cityofdeerlodgemt.gov>  
**Cc:** Clint Smith <CSmith@seaeng.com>; Robie Culver <RCulver@seaeng.com>; Kurt Thomson <kthomson@seaeng.com>  
**Subject:** FW: Deer Lodge PWS Well

Hi Jordan and Trent,

Following our conversations yesterday and today regarding the surface reconstruction at the Conley Street Well, please see the forwarded correspondence with O'Keefe Drilling.

We'll prepare a deductive change order to omit the surface restoration from the construction contract.

Thanks and let me know if you have any questions.



*Greg Wirth, P.E.*  
*Senior Engineer*  
**Stahly Engineering & Associates, Inc**  
3530 Centennial Drive | Helena, MT 59601  
Office: (406) 442-8594 | Direct: (406) 495-2298  
Email: [gwirth@seaeng.com](mailto:gwirth@seaeng.com)  
[www.seaeng.com](http://www.seaeng.com)

**From:** Jaci Giop <[info@okeefedrilling.com](mailto:info@okeefedrilling.com)>  
**Sent:** Wednesday, May 22, 2024 1:52 PM  
**To:** Greg Wirth <[gwirth@seaeng.com](mailto:gwirth@seaeng.com)>; Jerry Plazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
**Subject:** RE: Deer Lodge PWS Well

Sounds great, thank you!

**From:** Greg Wirth <[gwirth@seaeng.com](mailto:gwirth@seaeng.com)>  
**Sent:** Wednesday, May 22, 2024 11:41 AM  
**To:** Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
**Cc:** Jaci Giop <[info@okeefedrilling.com](mailto:info@okeefedrilling.com)>  
**Subject:** RE: Deer Lodge PWS Well

Hi Jerry,

Thanks, I have reviewed this with the City and they are in concurrence of omitting the surface restoration from the contract, we have also verified the casing has been extended.

We will prepare a deductive change order in the amount of \$10,550 which is the Bid Item No. 117 amount of \$11,000 less the \$450 well cap.

Let me know if you have any questions.



*Greg Wirth, P.E.*  
*Senior Engineer*  
*Stahly Engineering & Associates, Inc*  
3530 Centennial Drive | Helena, MT 59601  
Office: (406) 442-8594 | Direct: (406) 495-2298  
Email: [gwirth@seaeng.com](mailto:gwirth@seaeng.com)  
[www.seaeng.com](http://www.seaeng.com)

**From:** Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
**Sent:** Wednesday, May 15, 2024 2:58 PM  
**To:** Greg Wirth <[gwirth@seaeng.com](mailto:gwirth@seaeng.com)>  
**Cc:** Jaci Giop <[info@okeefedrilling.com](mailto:info@okeefedrilling.com)>; Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
**Subject:** RE: Deer Lodge PWS Well

Greg,

Looks like we would just have the well cap in that line item with the restoration. We would just bill for the well cap at \$450, if we didn't have anyone reclaim the site.

Thanks

Jerry Piazzola  
O'Keefe Drilling  
2000 Four Mile Road  
(Mailing address PO Box 3810)  
Butte, MT. 59701  
406-310-0151

**From:** Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
**Sent:** Wednesday, May 15, 2024 11:10 AM  
**To:** Greg Wirth <[gwirth@seaeng.com](mailto:gwirth@seaeng.com)>  
**Cc:** Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>; Jaci Giop <[info@okeefedrilling.com](mailto:info@okeefedrilling.com)>  
**Subject:** RE: Deer Lodge PWS Well

Hi Greg,  
Attached well log and grout log..  
We should get the three feet of casing welded on this week.

I did check the restoration on the agreement.. I will call M&P excavation to start the clean up... any details I should know about before I talk to him?

Thanks

Jerry Piazzola  
O'Keefe Drilling  
2000 Four Mile Road  
(Mailing address PO Box 3810)  
Butte, MT. 59701  
406-310-0151

From: Greg Wirth <[gwirth@seaeng.com](mailto:gwirth@seaeng.com)>  
Sent: Tuesday, May 14, 2024 11:36 AM  
To: Jerry Piazzola <[jerry@okeefedrilling.com](mailto:jerry@okeefedrilling.com)>  
Subject: Deer Lodge PWS Well

Hi Jerry,

Following our phone call today, please address the following to complete the project.

- 1) Please extend the 12" casing three (3) feet so the casing is 4' above the ground surface. Let me know when this is completed.
- 2) Please provide the well log.
- 3) Please provide the grout logs.

Thanks and let me know if you have any questions.



An Employee-Owned Company

Greg Wirth, P.E.  
Senior Engineer  
Stahly Engineering & Associates, Inc  
3530 Centennial Drive | Helena, MT 59601  
Office: (406) 442-8594 | Direct: (406) 495-2298  
Email: [gwirth@seaeng.com](mailto:gwirth@seaeng.com)  
[www.seaeng.com](http://www.seaeng.com)

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**BEWARE: This email originated outside of our organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.**

**Please report all suspicious emails to [helpdesk@getsystems.net](mailto:helpdesk@getsystems.net), by saving the message as a file and attach to a new email.**  
.....

.....  
**BEWARE: This email originated outside of our organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.**

**Please report all suspicious emails to [helpdesk@getsystems.net](mailto:helpdesk@getsystems.net), by saving the message as a file and attach to a new email.**  
.....

# O'KEEFE DRILLING

P.O. Box 3810 - Butte, MT 59702  
 Office: (406) 494-3310 Fax: (406) 494-3301  
 Email: info@okeefedrilling.com

Client: City of Deer Lodge  
 Attention: Greg Wirth/Stahly Engineering  
 Project: Public Water Supply Replacement Well

Invoice: COD24-02  
 Date: 24-May-24  
 Phone:  
 Fax:

Item No.	Description	Estimated Quantity	Actual Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION AND INSURANCE	1		LS	\$ 20,000.00	\$ -
102	OBSERVATION WELL BOREHOLE	250		LF	\$ 45.00	\$ -
103	OBSERVATION WELL CASING	200		LF	\$ 45.00	\$ -
104	OBSERVATION WELL SCREEN	50		LF	\$ 250.00	\$ -
105	OBSERVATION WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
106	OBSERVATION WELL PUMP TEST	1		LS	\$ 12,000.00	\$ -
107	WATER WELL BOREHOLE	250		LF	\$ 190.00	\$ -
108	WATER WELL CASING	200		LF	\$ 118.00	\$ -
109	STAINLESS STEEL WELL SCREEN	50		LF	\$ 465.00	\$ -
110	GROUT SURFACE SEAL	200		LF	\$ 25.00	\$ -
111	WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
112	PUMP TEST SETUP/REMOVAL	1		LS	\$ 8,000.00	\$ -
113	DISCHARGE PIPING SETUP/REMOVAL	1		LS	\$ 2,000.00	\$ -
114	STEP-DRAWDOWN PUMP TEST	8		HR	\$ 275.00	\$ -
115	CONSTANT RATE PUMP TEST	72		HR	\$ 175.00	\$ -
116	WELL DISINFECTION	1		LS	\$ 200.00	\$ -
117	WELL CAP & SURFACE RESTORATION	1	1	LS	\$ 11,000.00	\$ 450.00
118	RIG STANDBY	0		HR	\$ 450.00	\$ -
CO1	Additional Lengths of pipe	1		LS	\$ 8,396.00	
CO2	WELL DEVELOPMENT			LS	\$ 5,550.00	\$ -
<b>Total Amount Due:</b>						<b>\$ 450.00</b>



# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Deer Lodge  
Engineer: Stahly Engineering  
Contractor: O'Keefe Drilling  
Project: Public Water Supply Well

Owner's Project No.:  
Engineer's Project No.: 2506-03J20  
Contractor's Project No.:  
Contract Name: PWS-New Well

This  Preliminary  Final Certificate of Substantial Completion applies to:  
 All Work  The following specified portions of the Work:

Date of Substantial Completion: May 29, 2024

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

Provide lien release for project

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):



Name (printed):

Greg Wirth, P.E.

Title:

Project Manager