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## CITY OF DEER LODGE

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# COUNCIL AGENDA

Tuesday, February 16, 2021 | 6:00 PM | PC Community Center

1. **Call Meeting to Order | Pledge of Allegiance**
2. **Public Comment:** Members of the audience may comment on any non-agenda item. State Statute prohibits the City Council from discussing any introduced item. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.
3. **Consent Items:** The City Council considers all item(s) listed as consent to be considered routine and will act through one motion. There will be no separate discussion of these item(s) unless, before the City Council votes on the motion to adopt, members of the Council, staff, or the public request specific item(s) to be removed as consent for separate discussion and action.
  - a. **Minutes**  
Regular Meeting: January 19, 2021
4. **Public Hearing:**
5. **Department Reports**
  - a. Administration | b. Public Works | b. Police | c. Fire | d. Compliance
6. **Mayor and Council Concerns**
7. **Business Items:** The Council will act on each item after accepting public comments.
  - a. Brookside Sewer Project – Trent Freeman – Sign Agreement between MJD Contracting and City D.L.
  - b. KOA update. Meet Mike Clasby
  - c. CAO Hire – Mayor Solle
  - d. Interim CAO Contract Extension (2-Months)– Mayor Solle
8. **Next Meeting Announcement(s)**
  - a. Regular Meeting – March 1, 2021 at PC Community Center
9. **Adjournment**

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

For Further Information, Contact | Cyndi Thompson | City Clerk | [cthompson@cityofdeerlodgemt.gov](mailto:cthompson@cityofdeerlodgemt.gov) | 406.846.2238

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# CITY OF DEER LODGE

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# CITY COUNCIL

# MINUTES

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The City Council met on Tuesday, January 19, 2021 at 6 PM | PC Community Center

<b>Members Present:</b>	Dick Bauman, Amanda Bohrer, Mary Hathaway, John Henderson, Robert Kersch, John Molendyke, & John Skibsrud
<b>Members Absent:</b>	Ward 1 vacant
<b>Mayor:</b>	Diana Solle
<b>CAO:</b>	Trent Freeman (interim CAO)
<b>Staff:</b>	Police Chief Bender, Peter Elverum, Tom Malcomb, Judi Whitney, & Cyndi Thompson
<b>Consultants</b>	None
<b>Guests:</b>	See Sign in Sheet

**1. Call Meeting to Order | Pledge of Allegiance.**

Chairperson Kersch called the meeting to order at 6 PM. All present recited the Pledge of Allegiance.

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

a. Jackie Greenwood (resident) was present and stated she submitted a request for Ward 1 opening, she mailed a letter in and left one at the Utility Department.

b. Per Jackie Greenwood, people are speeding down California St (California & Clagget), we need a 4-way stop. Neighbors across the street have a big yellow truck blocking visual of traffic. Chairperson Kersch stated we can have Code Enforcement Officer look into this yellow truck.

**3. Public Hearing.**

a. None.

4. **Consent Items** – The City Council considers all item(s) listed as consent to be considered routine and will act through one motion. There will be no separate discussion of these item(s) unless, before the City Council votes on the motion to adopt, members of the Council, staff, or the public request specific item(s) to be removed as consent for separate discussion and action.

5. **Minutes**

- a. Regular Meeting: January 4<sup>th</sup>, 2021  
Minutes were approved unanimously.

**Expenditures**

- a. None

6. **Department Reports:** Composed Reports are in the packets.

- a. Administration/Public Works - Chairperson Kersch asked, on the 2021 Street Maintenance Project, what are the target areas of that? Interim CAO Freeman stated the following project are:
  - i. Mitchell – Chip Seal.
  - ii. West Missouri – Chip Seal.
  - iii. West Cottonwood – Chip Seal.
  - iv. Maryland – Clark to Bielenberg – Chip Seal.
  - v. 5<sup>th</sup> Street – Chip Seal, Mill/Fill.
  - vi. Berg/Vigilante – Higgins to Prairie – Mill/Fill.
- b. Police - Chief Bender read PD report as presented.
- c. Fire – Fire Chief Pierson was Absent – Chairperson Kersch stated we need to have a special Finance/Council meeting to approve the additional repairs on the Rescue Truck.
- d. Code Compliance – Compliance Offer Malcomb read report as presented. Chairperson Kersch stated we will be doing dog census starting in March 2021.

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

- a. Interim CAO Freeman stated, need to hold a Special Finance/Council Meeting to review the additional cost of repairs on the Fire Rescue Truck. Increased expense of approximately \$5,200. Special Finance/Council Meeting has been set for Friday, January 22<sup>nd</sup> at 2pm.
- b. Member Bohrer made a concern, there is a Legislative Bill that is in Committee right now, its not up for voting on the floor yet. The number one thing that is a concern as a local Municipality, it will limit local Governing unit from making decisions that are stronger than State. It does have to do with Vaping, where are they going to stop? If they start limiting us right now. This could affect several Municipalities that made stronger vaping laws at a local level. Second concern is they are going to un-identify vaping products as a tobacco product which mean age limits won't apply. They are saying that we as a local Municipality we cannot make it stronger and this could undo the work we've already done for the Clean Air Act. Nothing we can do as a Council, but we can contact our local legislative and express our concern. (House Bill #137) (primary sponsor Ron Marshall).
- b. Chairperson Kersch asked the Council to make sure we are following State Law and we are including in our emails everyone on the Council.

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

- a. **Tablets Assigned** | Cyndi Thompson – Tablets were handed out to each Council member.
- b. **Service Line Warranty Program** | Mary Hathaway - Member Hathaway stated this is a National Contract. So instead of changing the contract about the City Logo, we should have "Logo and Identity Guidelines" packet (Attachment A), they sign and return the "Deer Lodge City Logo Request Use Form" (Attachment B) as part of the NLC Service Line Warranty Program.

Member Bohrer stated the contact information on the contract for our City is incorrect and needs to be updated as ATTN: Mayor Diana Solle, City of Deer Lodge, 300 Main Street, Deer Lodge, MT 59722, Phone (406) 846-2238, email: dsolle@cityofdeerlodgemt.gov, and approval of your contract will be pending until the Cities, "Deer Lodge City Logo Request Use Form" is received and acknowledged.

A motion was made by Member Hathaway to approve the Service Line Warranty Program, Member Bohrer seconded the motion. The vote was 6 Yea's, 1 No, 1 Vacant.

- c. **North Gateway Sign** – Trent Freeman – North Gateway Sign manufacturer chosen. Interim CAO Freeman stated that Fast Signs out of Black Eagle, Mt was chosen. The quote was presented to Economic Growth & Development on January 12<sup>th</sup> and was approved with Member Henderson making the motion and member Bohrer seconding the motion, with a unanimous vote. The sign is 16' wide by little over 9' tall, illuminated that will placed out by the carwash. The cost of the sign came in at \$7,185.69 (included shipping) which is within our budget. We do not need shipping so the cost of the sign will be little bit more than \$6,700. There's still material fees that will come out of this grant, i.e., Lumber, Electrician, Stone Base. In the meantime, we are working on establishing a lumber supplier that will be able to manufacture the wood beam needed for the sign. We will need to establish an electrician and a contractor to do the stonework. The Public Works crew will do the work on the footing. The estimated sign construction is 4-6 weeks.

**9. Old Business (Old Business or Items Tabled)**

None.

**10. Next Meeting Announcements**

- a. Regular Meeting February 1<sup>st</sup> at 6pm.
- b. Special Combined Finance/Council January 22<sup>nd</sup> at 2pm.

**11. Adjournment**

Chairperson Kersch adjourned the meeting at 6:50 PM.

Prepared By: Cyndi Thompson, City Clerk

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Diana Solle, Mayor

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Date

# CITY OF DEER LODGE

## Interm CAO/Public Works REPORT

January 2021

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### PROJECT SUMMARIES

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#### **CDBG/Montana Main Street Program Grant**

- North Gateway Sign materials search

#### **DES Grant**

- Closeout of 102/104 Main St. Demolition is near completion for reimbursement
- Discussions for the upcoming property purchases underway

#### **PAR Grant**

- Last Quarter Reimbursement paperwork

#### **CDBG Grant**

- Parks and Trails Master Plan is underway.

#### **LWCF Grant**

- West Side Park Playground Upgrade documents near closeout for reimbursement

#### **RTP Grant**

- JC Park Trails will go out to bid March 9<sup>th</sup>.

#### **Street Maintenance**

- 2021 Street Maintenance Project will go out to bid February 25<sup>th</sup>.
- Sanding
- Clearing roads bus routes and emergency routes

#### **Sewer Utility**

- Brookside Sewer Project contractor has been selected and gathering documents to get started on the Pre-Construction Meeting
- Continuing winter sewer maintenance.

#### **Solid Waste**

- Backup Garbage Truck in Great Falls for the update of the HEIL system

### INTEREST ITEMS FOR CITY COUNCIL

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- Public Works Crew is back to full staff
- Investors Group Meeting

### COVID-19 RESPONSE

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



# POLICE DEPARTMENT REPORT

## HIGHLIGHTS

2020, January 19, 2021, February 8, 2021

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Issued Seventeen notice to appear.

- Four speeding
- One DUI
- One Expired registration
- One theft.
- One Driving without driver license.
- Two PFMA.
- One Criminal trespass
- Two driving while suspended
- Three Abandon vehicles
- One Animal abuse.
- One Assist another Agency
- One counterfeit Bill
- Civil standby
- Six Noise Complaint.
- One hit and run
- Four Accident
- Five welfare check
- 152 call for service. As of 2/08/2021.

## PROJECT SUMMARIES

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**INTEREST ITEMS FOR CITY COUNCIL, Officer Martinez turn in his Resignation letter his last day of work is February 25<sup>th</sup>**

**None STAFFING CONCERNS**

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None.

## COVID-19 RESPONSE

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*Ensuring all Officers are adhering to the necessary protocols to reduce their risk of exposure to the virus including minimizing face to face contact with members of the public.*



# FIRE DEPARTMENT REPORT

January 2021

## **HIGHLIGHTS**

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- 1 Accident call. We were canceled in route. Has been quiet on this front lately- Which is good.

## **PROJECT SUMMARIES**

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- Did our annual Christmas tree pick-up. No problems to report here.
- Our new SCBA fill station is set up and working perfectly. The installer ran a training session for it on Monday Feb 1<sup>st</sup>.
- Rescue 1 truck is repaired and running great. Through the repairs we have stuff like the light plant not working. That has not worked since we got the truck.
- We will be in contact with MSU fire services about scheduling some training now that we are all healthy again.

## **INTEREST ITEMS FOR CITY COUNCIL**

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- None

## **STAFFING CONCERNS**

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- Though we have not had an official resignation turned in, we will lose 1 firefighter at the end of February. No other issues to report. At this point I think I have full crew with no person off with Covid.



# CODE COMPLIANCE OFFICER REPORT

## January 2021

### HIGHLIGHTS

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- 10 animal calls of those 5 at large, 1 Barking complaint, 3 lost runaway, 1 at large vicious
- 2 Citations issued on the at large dogs with history
- Red tagged an abandoned / Junk RV 209 2<sup>nd</sup> Street adjacent alley (private property)
- 2 stop work orders issued for no permit (805 West Milwaukee and 517 Conley)
- Removed dead animal (skunk)
- Concerned citizen over cat at neighbor's house that passed away

### PROJECT SUMMARIES

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- Did to door mailing on Dog License reminders
- We have over 160 dogs that have been licensed
- Identified area where several abandoned / junk vehicles parked in city right of way
- Have a meeting on 4 February with Chad Lanes Tri-County Health Sanitarian over the state Junk Vehicle program.
- Have met with and talked with Nick Hunter Mountain View Towing reference towing of abandoned and Junk Vehicles
- Working on an Abandoned / Junk vehicle policy (using Helena PD's policy as an example)

### INTEREST ITEMS FOR CITY COUNCIL

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- Conducted background check on 2 business license (**dance and Equipment Sales**)

### STAFFING CONCERNS

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- None

### COVID-19 RESPONSE

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- Had first shot and scheduled for 2<sup>nd</sup> shot on the 3<sup>rd</sup> of February



**SECTION 00500**  
**AGREEMENT FORM**

This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, by and between City of Deer Lodge, Montana, hereinafter called "OWNER" and MJD Contracting LLC, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK:**

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Project Manual, also known as Contract Documents. The work is generally described in the Invitation to Bid and is described in detail in the Project manual, which includes drawings.

**Article 2. PROJECT:**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Project Manual – Brookside Boulevard Sewer, Deer Lodge, MT**

**Article 3. ENGINEER:**

- 3.01 The Project has been designed by:

Stahly Engineering and Associates, Inc.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIME:**

- 4.01 Time of the Essence

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion

A. The work will be substantially complete within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated Damages

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Two Hundred Fifty-One Dollars (\$1250.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

**Article 5. CONTRACT PRICE:**

- 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be according to the measurement and payment special provision.

**Article 6. PAYMENT PROCEDURES:**

6.01 Submittal and Processing of Payments:

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such

amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

- a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
  - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

**Article 7. INTEREST:**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**Article 8. CONTRACTOR'S REPRESENTATION:**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents
  - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical

conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 9. CONTRACT DOCUMENTS:**

9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. Performance Bond;
  - 3. Payment Bond;
  - 4. The Project Manual and all referenced documents;
  - 5. Exhibits to this Agreement (enumerated as follows):
    - a. Notice To Proceed (forthcoming);
    - b. Contractor's Bid;
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
  
- B. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**Article 10. MISCELLANEOUS:**

10.01 Terms.

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in

the Contract Documents.

10.04 Severability

- A. Any provision of part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**IN WITNESS WHEREOF**, OWNER and CONTRACTOR have signed 6 copies of Agreement. three counterparts have been delivered to OWNER, two to CONTRACTOR and one to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2021 (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

**OWNER**

**CONTRACTOR**

City of Deer Lodge \_\_\_\_\_

MJD Contracting, LLC

12 Ponderosa Rd - Clancy, MT 59634

By \_\_\_\_\_

By Marty Logan

Attest \_\_\_\_\_

Attest Audrey

Address for giving notices:

Address for giving notices:

300 Main Street  
Deer Lodge, MT 59722

12 Ponderosa Rd  
Clancy, MT 59634

Phone No. \_\_\_\_\_

Phone 406-461-2342

FAX No. \_\_\_\_\_

FAX No. mlogan@mjdcontracting.com

(CORPORATE SEAL)



(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.)  
Contractor Registration No.

Contractor Registration No. 248582

Agent for service of process:

Marty Logan

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contractor's Designated Representative:

Name: Marty Logan

Title: Member

Address: 12 Ponderosa Rd  
Clancy, MT 59634

Phone No.: 406-461-2342

E-mail: MLogan@MJDContracting  
.com

**END OF SECTION**



**CITY OF DEER LODGE  
INTERIM CHIEF ADMINISTRATIVE OFFICER**

THIS CONTRACT, effective this 1<sup>st</sup> day of December, 2020, by and between the City of Deer Lodge, a Municipal Corporation, 300 Main Street, Deer Lodge, Montana 59722 hereinafter referred to as "City", and Trent Freeman, hereinafter referred to as "Contractor";

**WITNESSETH:**

WHEREAS, the City requires an Interim Chief Administrative Officer to provide services regarding city infrastructure projects and grant programs currently in progress while the City conducts a search for a full-time Chief Administrative Officer; and

WHEREAS, the City desires a Contractor to represent it relative to these needs for a period of 3 (three) months; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. The Contractor shall act as the Interim Chief Administrative Officer and participate in meetings, research, conferences, and general consultation with the City Council and Staff regarding ongoing projects and grant programs.
2. At the Mayor's request, the Contractor shall attend City Council Meetings, Special Meetings, and other City Boards and Commissions to discuss and inform on the various issues facing the City.
3. Compensation to Contractor: It is understood the Contractor shall be paid the flat rate of \$2,400 per month for services.
4. Independent Contractor: It is understood that the Contractor is an independent contractor in this role and is not an employee of the City for this interim position.
5. Non-Discrimination in Employment and Client Services: During the performance of the contract, the Contractor agrees that no person shall, on grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with the Contractor. Neither shall the Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.
6. Non-Discrimination in Provided Services: The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- a. Deny any individual services or benefits provided under the contract;

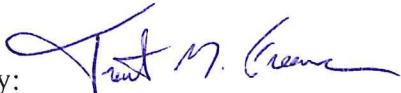
b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the contract;

c. Deny any individual an opportunity to participate in any program or services provided by the contract.

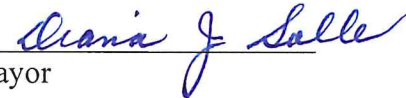
7. Term of Contract: The term of this contract shall be for 3 (three) months, from December 1<sup>st</sup>, 2020 through February 28<sup>th</sup>, 2021. Upon the expiration of the initial term of this contract and thereafter, this contract may be renewed at the approval of the Deer Lodge City Council.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

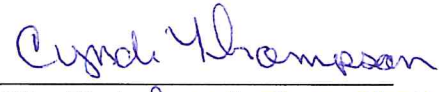
Trent Freeman

By:   
Trent Freeman

Diana Solle – Mayor

By:   
Mayor

Attest:

By:   
City Clerk, Cyndi Thompson