
CITY OF DEER LODGE

**Public Health & Safety
COMMITTEE**

AGENDA

April 14, 2022 – 5:00 P.M. | Council Chambers, City Hall

1. Call Meeting to Order:

2. Approval of Minutes:

- a. Meeting Minutes, March 10, 2022.

3. Public Comment on Non-Agenda Items – (Limit to three minutes per person)

4. New Business: (Public Comment period prior to each topic)

- a. Department Reports: (Accept reports as presented)
 - i. PD Report - Chief Smith
 - ii. Code Enforcement Report – Suzan Callahan
 - iii. FD Report – Chief Pierson
 - iv. County Health Report – Ida Miller
- b. Rural Fire District Contract – Jordan
- c. Junk Vehicle Program Land Lease – Jordan
- d. Gary Bender BBQ Truck Variance Request - Jordan

5. Old Business:

- a. None

6. Staff or Committee Comments or Concerns:

7. Announcement of the Next Meeting:

- a. May 12, 2022, at 5:00 PM.

8. Adjournment:

Public Health & Safety Committee

Members

John Skibsrud (Chair) | Rob Kersch | Curt Fjelstad

Public Health & Safety Committee

MINUTES

March 10, 2022, at 5:00pm | Council Chambers

Members Present:	Robert Kersch, John Skibsrud, & Curt Fjelstad
Members Absent:	None
Mayor:	Jim Jess
CAO:	Jordan Green
Staff:	Trent Freeman, Police Chief Smith, Fire Chief Pierson, Suzan Callahan & Cyndi Thompson
Guests:	Ida Miller

1. Call Meeting to Order:

Chairperson Skibsrud called meeting to order at 5pm

2. Approval of Minutes for

- a. February 10, 2022 – Member Kersch motioned to approve minutes as presented. Member Fjelstad seconded the motion. 3 Ayes, 0 Nos. Motion passed.

3. Public Comment – Limited to Three Minutes Per Person

- a. None

4. New Business:

- a. Street Maintenance Discussion – John Skibsrud
Per Jordan, Member Skibsrud in the Public Works meeting felt that in 2018 there was not enough public input on the street maintenance process.

Member Skibsrud is requesting a referendum to the City Council and for City Council to place this on a ballot for the people to vote on the property tax increase that funds our street maintenance.

The decision of the Public Works Committee is to receive input from Public Health & Safety Committee and Finance Committee.

Finance Committee reviewed this and deliberated the financial aspects. They motioned this go back to Public Works and then back to the Finance Committee after we do a full council education session with the engineers from Stahly Engineers.

After gathering information from Stahly Engineers, plus information gathered from Public Health & Safety and Finance it will be brought back to Public Works. Public Works will decide whether to forward this to City Council for Council to decide if this needs to go to a ballot.

Information from Police Chief Smith are he feels taking the roads back to gravel could reduce our response time, wear and tear on the police vehicles and the safety hazard of the increased dirt dust for the people of Deer Lodge. There will be more soft spots on the roads that could create more vehicle accidents.

Information from Fire Chief Pierson are he agrees with what Police Chief Smiths comments. Also, the fire trucks hang exceptionally low and need proper clearance when responding to a call. Proper traction for the winter is especially important and the fire trucks do not work well with snow chains on them, they tear the trucks up (paint, tires etc.).

Jordan stated he called Rand with Deer Lodge EMT Services and Rand stated the comfort level for patients riding in the back of the ambulance would be a concern.

- b. City Police Department Patrolled Areas – John Skibsrud
Member Skibsrud asked Police Chief Smith about a 5-mile radius for the PD outside of city limits.

Police Chief Smith responded we do go outside of city limits if we are requested in assisting County Sheriffs.

Jordan stated under the Sheriffs MOU with the City there is nothing in writing outlining a 5-mile radius. The MOU states the following support between City and County.

Understanding

1. **City Commitments:** *The City will:*
 - a. *respond to incidents and calls for service outside of municipal boundaries when requested and dispatched by the Powell County Dispatch Center;*
 - b. *respond and assist on incidents outside of municipal boundaries when requested by Powell County Sheriff Deputies on scene of an incident and in need of support;*
 - c. *maintain pursuits and investigations of suspected criminal activity into the County when the investigation and or pursuit of criminal activity originates within the municipality.*
2. **County Commitments:** *The County will:*
 - a. *respond to incidents and calls for service within the municipal boundaries when requested and dispatched by the Powell County Dispatch Center;*
 - b. *respond and assist on incidents within the municipal boundaries when requested by City of Deer Lodge Police Officers on scene of an incident and in need of support;*

- c. *maintain pursuits and investigations of suspected criminal activity into the municipal boundaries when the investigation and or pursuit of criminal activity originates outside of the municipality.*

Chairperson Skibsrud motioned for the Police Chief in his monthly reports have a breakdown of incidents by shift, what calls are County vs City calls, and if there was overtime involved with any officers. Member Kersch seconded the motion. 2 Ayes, 1 No. Motion passed.

- c. Department Reports: Accepted as presented.

- 1. Police Police Chief Smith

Police Chief Smith summarized recent department activities for February based upon 107 calls for service and 26 citations.

- 2. Code Enforcement.....Code Enforcement Officer Callahan

Code Enforcement Officer Callahan summarized recent department activities for February.

- 3. Fire..... Fire Chief Pierson

Fire Chief Pierson's report summarized department activities for February based on 2 calls for service.

- 4. County Health Report.....Ida Miller

Powell County Public Health continues to offer Child Safety Seat inspections. They also have some child safety seats available on a sliding scale fee basis.

Home test kits are available thru Powell County Public Health. Public Health is handing them out on Tuesdays and Thursdays from 11am to 1pm. If used and positive, there are directions included on how to report the test.

Testing and contact tracing for Coronavirus continues in Powell County. In February, there were 73 positive cases in Powell County that were reported thru the State network. Home testing has been very active but reporting of home tests has been very small. Over the month of February, there were 7 hospitalizations due to Covid-19.

The advantage of using and reporting of home test results is that there is a verified record of the positive case and then if a positive test result is received in the next 90 days it does not delay further events such as travel or surgery. Canada has released new guidelines for entry into the country.

Vaccinations are still available, and we have not received any information about receiving another booster.

Montana State Prison has not reported a positive case of Covid in staff or offenders since February 4th.

5. Old Business:

- a. None

6. Staff Comments or Concerns:

a. None

7. Announcement of the Next Meeting:

a. April 14, 2022, at 5:00pm

8. Adjournment:

a. Meeting was adjourned at 6:10pm by unanimous vote.

Prepared by: Cyndi Thompson, City Clerk

Chairperson: _____
John Skibsrud

Date: _____

Public Health & Safety Committee

Members

John Skibsrud (Chair) | Rob Kersch | Curt Fjelstad



CITY OF DEER LODGE

Police Department

300 Main St. Deer Lodge, MT. 59722

Chief George Smith

March 2022 Police Department Report

Total Calls for Service:

125:

Types of Calls:

911 Calls
 Abandoned Vehicle
 Alarms
 Animal Calls
 Assault
 Citation Service
 Civil Standby
 Complaint
 Courtesy Ride
 Disturbance
 Domestic Violence
 Paraphernalia Found
 Hazmat Incident
 Information
 Minor(s) in Possession
 Noise Complaint
 Parking Complaint
 Probation Checks
 Public Assist
 Request Officer
 Shoplifting
 Suicide Attempt

Suspicious Vehicle
 Theft
 Traffic Accidents
 Traffic - Complaint
 Traffic Stops
 Trespassing
 Unattended Juvenile
 Unsecure Premises
 Unwanted Person
 Vandalism
 VIN Inspections
 Bar Through/Security Check
 Water Complaint
 Welfare Check
 With Prisoner(s)

Total Citations Issued: 36

Highlights

3 Driving while Suspended
 3 Partner Family Member Assaults
 2 Assaults
 2 Contributing to Minors
 1 DUI
 1 MIP related Charges
 1 Careless Driving
 1 Felony Endangering Welfare of a Child

- * 59 Hours Over Time
- * 2 Officers off duty for on the job injury
- * 1 Officer at MLEA
- * Officer Malcomb graduates MLEA on April 5th.

Out of City Limits Response

Date & Time	Location	Call		Approx. Distance
03/17/2022	0022 Valley View LN	DUI Crash/Arrest	75-3	.25 Miles
3/20/2022	1104 I-90 MM 187	Injured Deer	75-2	.5 Miles
3/1/2022	2000 S. Main	Wreck	75-2	.5 Miles
3/28/2022	1817 259 Big Sky Ln/East Side Rd	Back up Deputy on Suspicious person	75-2	1 Mile
3/16/2022	0211 S. Main	Traffic Stop	75-2	1 Mile



CODE COMPLIANCE REPORT

March 2022

HIGHLIGHTS

- 19 Feral cats deposited at three county farms.
- 7 dog at large calls, 1 surrender, no adoptions.
- Completed first two classes for 2021 Building Code Conference.
- Cat stuck on a power pole, with the assistance of Northwestern Energy cat is down no injuries.
- Oil spill in alleyway reported to dispatch and turned over to DLPD due to drunk driver in his car that was the source of the leakage. (Missing oil cap to engine)

PROJECT SUMMARIES

- No Community workers
- 196 dog licenses done (YTD), and updated rabies record complete.

INTEREST ITEMS FOR CITY COUNCIL

Received a body cam to replace the last one I had; a few hick-ups being addressed.

STAFFING CONCERNS

I am familiarizing myself with the City Codes and Ordinances that are adopted from the MCA's so that I may better understand them and explain them to the public when a violation occurs.



FIRE DEPARTMENT REPORT

MARCH 2022

HIGHLIGHTS

4 Calls for Service:

- 1 False alarm on a camper fire. It was smoke coming out of a chimney
- 1 small grass fire on I-90 Westbound mile marker 186, less than 1000sqft in size.
- 1 check on Carbon Monoxide alarm. All was good.
- 1 small electrical short circuit in a light that was called in as a possible structure fire. No structural damage.

INTEREST ITEMS FOR CITY COUNCIL

- ISO has notified me to do the 5-year survey. Currently putting all the info needed together for that. We meet May 18.
- We have an SCBA obstacle course training happening April 9th and 10th. Doing it two separate mornings to try and be flexible to get crew through it. Also trying to schedule some future training with MSU fire education.

Powell County Public Health

March 2022

Powell County Public Health continues to offer Child Safety Seat inspections. They also have some child safety seats available on a sliding scale fee basis.

Home test kits are available thru Powell County Public Health. Call if you need one, they are good until July 2022. If used and positive, there are directions included on how to report the test or call Public Health staff for assistance. The advantage of using and reporting of home test results is that there is a verified record of the positive case and then if a positive test result is received in the next 90 days it does not delay further events such as travel or surgery.

Travel restrictions for Covid-19 are constantly changing. Check with Public Health if you are travelling out of the country. Canada and Hawaii have recently updated their travel information.

Vaccinations are still available, and the CDC is recommending another booster for anyone age 50 and over if you have received the recommended previous vaccinations. Powell County ranks ninth in state for fully vaccinated eligible Montanans.

Testing and contact tracing for Coronavirus continues in Powell County. In March, there were 5 positive cases in Powell County that were reported thru the State network. Home testing has been very active but reporting of home tests has been very low. Reported hospitalizations due to Covid-19 for the month of March were zero.

The main variant tested in Montana now is BA.2 which is named Deltacron. The most prevalent Deltacron symptoms as reported are:

1. **Headaches**
2. **High fever and subsequent sweating or chills**
3. **Sore throat**
4. **Persistent cough**
5. **Unexplained fatigue or loss of energy**
6. **Chronic, widespread body pains and aches**

Montana State Prison has not reported a positive case of Covid in staff or offenders since February 4th.

Important Public Health concerns other than coronavirus:

Powell County Public Health Officer: Dr. Paul Rees

Dog bites: Seem to become more prevalent when the weather is warm.

Rabies: As more wildlife becomes active as the weather warms, caution should be taken to prevent potential exposure.

Rabies is a fatal but preventable viral disease. It can spread to people and pets if they are bitten or scratched by a rabid animal. In the United States, rabies is mostly found in wild animals like bats, raccoons, skunks, and foxes. However, in many other countries dogs still carry rabies, and most rabies deaths in people around the world are caused by dog bites.

The rabies virus infects the central nervous system. If a person does not receive the appropriate medical care after a potential rabies exposure, the virus can cause disease in the brain, ultimately resulting in death. Rabies can be prevented by vaccinating pets, staying away from wildlife, and seeking medical care after potential exposures before symptoms start.

Ticks: Every bug is coming back now because all insects are emerging. From the bees to the mosquitoes, spring brings new life and that includes bugs.

However, people need to be wary of insects that can carry disease.

Ticks will be active as soon as it is 50 degrees out, so if it's over 50 degrees you can get a tick any time of year.

Different species carry different types of disease, in Montana the main species of tick we worry about are the black-legged tick or deer tick and the American dog tick. Those are the ones that carry diseases of the most concern to us right now, including Lyme disease which only deer ticks carry, and Rocky Mountain spotted fever which is carried by the dog tick.

Hantavirus: With spring weather, cleaning of outbuildings which may harbor rodents can lead to potential for exposure to hantavirus. Appropriate precautions should be used when evidence of rodents is visible. The most important hantavirus in the United States that can cause Hantavirus Pulmonary Syndrome is spread by the deer mouse here in Montana.

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DEER LODGE AND
THE DEER LODGE RURAL FIRE DISTRICT

1. PARTIES:

This Interlocal Agreement (“Agreement”) is made between the City of Deer Lodge, a municipal corporation of the State of Montana, 300 Main Street, Deer Lodge, Montana 59722 (the “City”), and the Deer Lodge Rural Fire District, a fire district duly organized by the Powell County Board of County Commissioners, as authorized by Section 7-33-2101 MCA (the “Rural Fire District”), c/o the current Chairperson of the Board of Directors of the Rural Fire District _____, _____, Deer Lodge, Montana 59722. No separate legal entity is to be formed or created for the purpose of this Agreement.

2. PURPOSE:

This Agreement is for the purpose of aiding the City and the Rural Fire District mutually in controlling, suppressing, and fighting fires of any description, which may occur within or adjacent to the boundaries of the City and the Rural Fire District, as well as emergencies dispatched by 9-1-1 requiring use of firefighting equipment and personnel trained in firefighting techniques (9-1-1 emergencies). **This Agreement constitutes the entire agreement and understanding between the parties to this agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.**

3. MANNER OF FINANCING, ESTABLISHING, AND MAINTAINING A BUDGET:

The City and the Rural Fire District will separately enact their own individual budgets, and will individually make appropriate requests for assessment of levies and taxes within their own physical boundaries and entities. The funds paid by the Rural Fire District to the City as detailed in this Agreement shall be designated to and used by the City in its Fire Department budget.

4. TERM OF AGREEMENT:

This Agreement shall be effective from _____, 2022 to June 30, 2026. This Agreement shall be renewed upon its expiration for a subsequent 4-year term by written, mutual agreement, with notice of intent to renew to be sent to the other party no later than 120 days before its expiration. **Prior to renewal, SECTION 9 of this Agreement must be followed to allow for any changes that may need to be made to this Agreement.**

5. DEFAULT AND DISPUTE RESOLUTION:

In case of default, 30 days written notice shall be given to the defaulting party, who then has 30 days to remedy said default. In the event the default is not resolved, the Parties agree to mediation in an attempt to resolve the default. If mediation fails to resolve the default, the contract may be terminated. The parties also agree to mediation to try and resolve any other contractual dispute. If mediation does not resolve a contractual dispute, the aggrieved party may address the dispute through a court of competent jurisdiction.

6. ADMINISTRATION:

This Agreement shall be administered solely by the Fire Chief, and Assistant Fire Chief(s), of the City. The Fire Chief shall determine practices for using and controlling the equipment within each district subject to SECTION 7 of this Agreement.

7. DUTIES AND OBLIGATIONS OF CITY:

- (i) The City shall provide fire trucks, fire equipment, and housing for said equipment sufficient to fight fires and respond to 9-1-1 emergencies within the City and the Rural Fire District.
- (ii) In case of fire or 9-1-1 emergencies within the Rural Fire District, the City shall provide personnel adequate to operate the City's trucks and equipment to control and suppress such fire, including structure, vehicle, and grass fires in the Rural Fire District.
- (iii) In case of fire or other 9-1-1 emergencies occurring at the same time, both within the city limits of the City of Deer Lodge and in the Rural Fire District, the City shall dispatch a sufficient number of the City's fire department trucks, equipment and personnel to fight all ongoing fires and respond to other 9-1-1 emergencies in the Rural Fire District requiring the use of firefighting equipment to the extend of the equipment and personnel available.
- (iv) In case of fire or other 9-1-1 emergencies within the Rural Fire District on real or personal property of individuals or entities who are not required to pay taxes for the fire protection and have not entered into a contract for such services with the Rural Fire District, the City shall notify the Rural Fire District of the cost of fighting said fire or responding to the 9-1-1 emergency so the responsible party may be billed by the Rural Fire District. Any monies received by the Rural Fire District will be paid to the City by the Rural Fire District. The Rural Fire District will not be responsible for payment unless it receives payment from or on behalf of the third party responsible.
- (v) The City shall be responsible for all operation and maintenance of the trucks and equipment used to fight fire or respond to 9-1-1 emergencies within the Rural Fire District. The City shall continue to carry all necessary insurance coverage including liability, accident, disability, and workers' compensation insurance for the City's Fire Department, equipment, and firefighters performing their duties as described in this Agreement.

8. DUTIES AND OBLIGATIONS OF RURAL FIRE DISTRICT:

- (i) The Rural Fire District agrees to an annual contract payment to the City of Deer Lodge in consideration of the duties and obligations of the City as described in SECTION 7. The Rural Fire District shall pay the annual contract payment in two equal installments due on or before July 1st and January 1st of each fiscal year. The formula by which the annual contract payment shall be calculated is as follows:

$$\text{Rural Fire District Payment} = \frac{\text{Powell County Taxable Value}}{\text{Total Taxable Value}} \times \frac{\text{Total Dollar Amount of City Fire Department Budget}}$$

Where “Powell County Taxable Value” does not include the Taxable Value of the City of Deer Lodge and “Total Taxable Value” includes both the Taxable Values of the City of Deer Lodge and Powell County. Taxable Values are calculated after abatements have been applied. Taxable Value amounts must be gathered from the Montana Department of Revenue.

The Rural Fire District Payment shall be calculated upon acceptance of this Agreement based on the most recent Taxable Values available, calculated again during biennial review as defined in SECTION 9 based on the most recent Taxable Values, and calculated upon any subsequent renewal of this Agreement as defined in SECTION 4 based on the most recent Taxable Values.

- (ii) The Rural Fire District shall be entitled to an additional five-thousand-dollar (\$5,000.00) equipment credit to be deducted from the annual contract payments as required in SECTION 8(i) of this Agreement. This equipment credit will be applied annually throughout the life of this Agreement.
- (iii) The Rural Fire District shall convey ownership of all trucks and equipment acquired throughout the life of this Agreement. The Rural Fire District shall, during the biennial review period as described in SECTION 9, update and provide the City Fire Chief and City Clerk a list of all equipment acquired, which will be attached to this Agreement hereto as EXHIBIT 1. All vehicles and equipment conveyed to the City shall become the exclusive property of the City of Deer Lodge.
- (iv) The Rural Fire District shall provide a current list of members and boundaries of the Rural Fire District to the City Fire Chief and the City Clerk by April 1st of each year this Agreement is in effect. Any person residing within the present boundaries of the Rural Fire District or any expansion of the rural Fire District, or contracting with the Rural Fire District and outside the City, shall automatically become a member of the Rural Fire District.

- (v) The Rural Fire District shall not extend the Rural Fire District beyond a limit of five miles or five full sections from the City limits.
- (vi) The Rural Fire District shall purchase general liability insurance covering the Rural Fire District which shall provide for not less than one million dollars (\$1,000,000.00) in general liability protection, and shall name the City, its Fire Department, and its personnel as additional insured when fighting fires or responding to emergencies within the Rural Fire District.

9. BIENNIAL REVIEW:

- (i) This Agreement shall be reviewed by both parties two (2) years after the start of this Agreement, and immediately before subsequent renewals of this Agreement. Biennial review shall occur before July 1 of the year that review is required, and any changes to the amount of the Rural Fire District annual contract payment shall be in full force and effect for that July 1 annual contract payment.
- (ii) During review, the Rural Fire District Payment as described in SECTION 8(i) shall be recalculated based on the most recent Taxable Values. During that time, the Rural Fire District shall also update and provide a list of all equipment acquired and transferred to the City following the requirements of SECTION 8(iii). Both the Rural Fire District Payment and the list of equipment shall be approved by both parties during a joint meeting of the City and the Rural Fire District.

10. INDEMNIFICATION:

- (i) The City agrees to indemnify, defend and hold harmless the Rural Fire District, its Board of Trustee's, agents, and employees against and from any and all actions, suits, claims, demands, liability, loss, or damage of any character whatsoever, brought or asserted for injuries to or death of any person or persons, damages to property that may arise in connection with the City's performance of its obligations under this Agreement except to the extent caused by the Rural Fire District's negligence, gross negligence, or willful misconduct.
- (ii) The Rural Fire District agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, agents, and employees against and from any and all actions, suits, claims, demands, liability, loss, or damages of any character whatsoever, brought or asserted for injuries to or death of any person or persons, damages to property that may arise in connection with the Rural Fire District's negligence, gross negligence, or willful misconduct.

11. AMENDMENTS:

This Agreement may be amended by the parties at any time by mutual agreement. All amendments shall be in writing, signed by the City and the Rural Fire District, and attached as an addendum to this the original Agreement.

12. SEVERABILITY:

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected by such an occurrence, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at their respective addresses as stated in paragraph 1 of this Agreement. Any notice shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. mail, or (b) hand delivery to the City Attorney or Chairperson of the Deer Lodge Rural Fire District with written receipt. The addresses of the parties as set forth above in this Agreement may be changes by written notice to the other party, provided, however, that no notice of a change of address shall be effective until actual receipt of the notice.

14. TIME OF THE ESSENCE:

Time is of the essence of this Agreement, and all provisions of this Agreement relating to time shall be strictly construed.

15. APPLICABLE LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.

16. ENTIRE AGREEMENT:

This Interlocal Agreement constitutes the entire agreement between the parties.

City of Deer Lodge and Rural Fire District Interlocal Agreement, 2022 to 2026

Dated this ____ day of _____, 2022.

CITY OF DEER LODGE

DEER LODGE RURAL FIRE DISTRICT

BY: _____

James Jess, Mayor

By: _____

Chairman

ATTEST: _____

Cyndi Thompson, Clerk

Secretary

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



Montana's Undiscovered Treasure

300 MAIN STREET
DEER LODGE MT 59722-1057
406.846.2238

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

February 1, 2021

Powell County Commissioners

Tri-County Sanitarian

RE: Lease Agreement "Old City Dump"

The Lease Agreement "Old City Dump" did expire on June 30, 2020. It was for the period of 5/18/2016 to 6/30/2021.

This lease did expire and will not be renewed. This lease was brought to my attention when the Tri-County Sanitarian sent an individual to the city to get the key to gate of the dump area. That person was turned down, the lease was found, and it is determined not to be renewed. I am sending this letter for clarification.

Diana J Solle, Mayor

dsolle@cityofdeerlodgemt.gov

Cyndi Thompson

From: Diana Solle
Sent: Monday, November 23, 2020 10:35 AM
To: Cyndi Thompson
Subject: FW: County Junk Yard
Attachments: County Junk Yard Agreement_051816.pdf

Cyndi,

Here is another contract to put on contract spreadsheet. You can see it already expired.:(

Diana Solle, Mayor

City of Deer Lodge
300 Main St.
Deer Lodge, MT 59722
406-846-2238 (office)
406-560-0586 (personal cell)

From: Brian Bender <bbender@cityofdeerlodgemt.gov>
Sent: Monday, November 23, 2020 10:00 AM
To: Diana Solle <dsolle@cityofdeerlodgemt.gov>; Peter Elverum <peter@elverumlaw.com>; Trent Freeman <tfreeman@cityofdeerlodgemt.gov>
Subject: County Junk Yard

All:

Attached is the agreement that allows the County to utilize a portion of City property as a junk yard. The four-year agreement expired June 30th.

It is my recommendation that the City does not renew the agreement since besides the \$2,400 in revenue over the course of four years, there is little benefit for the City enter into this arrangement. Especially, with the City using the property for the following: (1) Leasing the acreage as a pasture; (2) The land application of processed sludge; and (3) The acreage may be used as part of flood mitigation strategy for Cottonwood Creek. In time, the City may find another use for the property that is more beneficial to the City's interests.

As such, I suggest placing the item on a Council agenda for their knowledge and with intent that the City will not renew the lease. After that, informing the County of the Council's decision.

Brian

Diana Solle

From: Brian Bender
Sent: Monday, November 23, 2020 10:00 AM
To: Diana Solle; Peter Elverum; Trent Freeman
Subject: County Junk Yard
Attachments: County Junk Yard Agreement_051816.pdf

All:

Attached is the agreement that allows the County to utilize a portion of City property as a junk yard. The four-year agreement expired June 30th.

It is my recommendation that the City does not renew the agreement since besides the \$2,400 in revenue over the course of four years, there is little benefit for the City enter into this arrangement. Especially, with the City using the property for the following: (1) Leasing the acreage as a pasture; (2) The land application of processed sludge; and (3) The acreage my be used as part of flood mitigation strategy for Cottonwood Creek. In time, the City may find another use for the property that is more beneficial to the City's interests.

As such, I suggest placing the item on a Council agenda for their knowledge and with intent that the City will not renew the lease. After that, informing the County of the Council's decision.

Brian

COPY

**LEASE AGREEMENT
"Old City Dump"**

THIS INDENTURE, made and entered into this 18th day of May 2016, by and between THE CITY OF DEER LODGE, hereinafter called LESSOR, a duly organized legal political subdivision of the State of Montana, and POWELL COUNTY, a duly and regularly organized county of said State, through its legal agents, its Board of County Commissioners, hereinafter referred to as LESSEE.

WITNESSETH

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

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 35, Township 8 North, Range 9 West, and containing 5 acres, more or less and particularly located on the plat attached hereto.

TERM

The term of this lease in for four (4) years commencing on the 1st day of July 2016, and ending on the 30th day of June 2020.

CONSIDERATION

The consideration for said lease is \$600 per year, payable by June 30, 2016, receipt of which is acknowledged.

POSSESSION

The Lessee is currently in possession of said property.

RENEWAL

The Lessee shall have the option to renew said lease for an additional four (4) years from the expiration of this present lease, upon terms and conditions to be negotiated, by giving written notice to Lessor at least thirty (30) days prior to the end of the four year term.

PURPOSE

The express purpose for this lease is for the establishment of a motor vehicle wrecking facility under the provisions of Section 75-10-501 M.C.A., and which facility shall be known as the Powell County Free Motor Vehicle Graveyard.

June 30, 2020

FENCING

It is agreed by and between all parties hereto that Lessee shall be responsible for fencing the perimeter of the described premises and also for the fencing of both sides of the access road thereto and also for providing a gate at the entrance.

ASSIGNMENT

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

INDEMNIFICATION

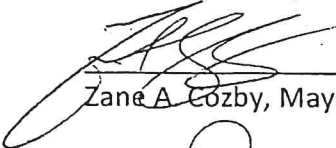
Lessee releases and agrees to indemnify and hold harmless Lessor from any and all claims for any injury or damages of any kind or nature to the persons or property in, upon, or about said premises from the operations of said Lessee on the leased premises, provided, however, that nothing herein shall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

SUCCESSION


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

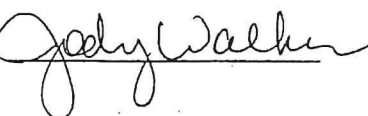
IN WITNESS WHEREOF, the parties hereto have set their hand and seals this day set forth above.

City of Deer Lodge, Lessor

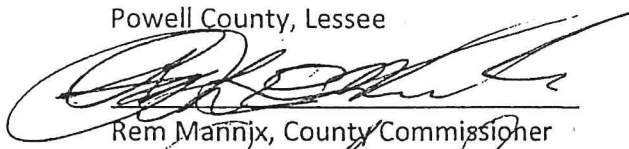


Zane A. Cozby, Mayor

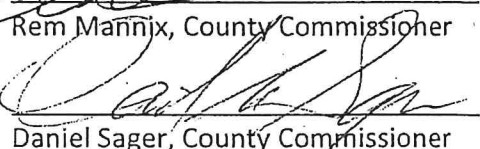
Attest: 

Attest: 

Powell County, Lessee



Rem Mannix, County Commissioner



Daniel Sager, County Commissioner



Doug Crachy, County Commissioner