



COUNCIL AGENDA

April 4, 2022 - 6 PM

The City Council will hold the meeting at the Community Center, 416 Cottonwood Avenue to allow social distancing protocols as part of the City of Deer Lodge's Coronavirus (COVID-19) transmission mitigation efforts.

1. **Call Meeting to Order | Pledge of Allegiance**
2. **Public Comment** – Members of the audience may comment on any non-agenda items. State Statute limits the City Council from discussing any introduced items. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.
3. **Public Hearing**
 - a. None
4. **Public Information Session**
 - a. PASER Street Maintenance Informational Seminar – Kurt Thompson, Senior Engineer, Stahly Engineering
5. **Approval of Minutes**
 - a. Regular Meeting: March 21, 2022
6. **Committee Reports** (report in the packet) – Approve as presented
 - a. City Council Operations – Rob Kersch
 - b. Economic Growth & Development – John Henderson
 - c. Finance Committee – Dick Bauman
 - d. Parks & Recreation – John Molendyke
 - e. Public Health & Safety – John Skibsrud
 - f. Public Works – Jackie Greenwood
7. **Board Reports**
 - a. Airport Board – John Skibsrud
 - b. Powell County Parks Board – Joseph Callahan
 - c. Chamber of Commerce – John Henderson
 - d. Headwaters RC&D – Dick Bauman
 - e. Historic Preservation – Curt Fjelstad
 - f. Landfill – Rob Kersch
 - g. LEPC – Dick Bauman
 - h. Library – John Molendyke
 - i. Planning Board – Dick Bauman
 - j. Youth Board – Jackie Greenwood
8. **Continued Business** (Continued or Tabled)
 - a. None
8. **New Business** - The Council will act on each item after accepting public comments.
 - a. Treasurer's Report | March Claims – Stanley Glovan. Receive the informational report. Accept the recommendation from the Finance Committee and approve the claims.
 - b. Rural Fire District Contract Approval – Jordan

- c. Approve of Award of Well Project Contract to O-Keefe Drilling – Trent
- d. Resolution 2022-R-13: Authorize Surplus and Sale of Jaycee Cabin – Jordan
- e. Cybersecurity Announcement – Mayor Jess

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

- Economic Growth & Dev – April 6th at 4 PM
- Finance – April 4th at 3PM
- Parks and Recreation – April 12th at 4 PM
- Public Health & Safety – April 14th at 5 PM
- City Council Operations – April 11th at 5 PM
- Council #2 – April 18th at 6 PM
- Planning Board – April 18th at 10AM (if needed)
- Public Works – April 26th at 5 PM

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

11. Next Meeting Announcement(s)

- a. Monday, April 18, 2022, at 6 PM.

12. Adjournment

**Deer Lodge City Council meets in the PC Community Center
416 Cottonwood Ave, Deer Lodge, MT 59722
For Further Information Contact: Cyndi Thompson, City Clerk
cthompson@cityofdeerlodgemt.gov | 406.846.2238**

CITY COUNCIL MINUTES

The City Council met on March 21, 2022, at 6 PM | PC Community Center

Members Present:	Rob Kersch, Dick Bauman, John Henderson, John Molendyke, John Skibsrud, Curt Fjelstad, Jackie Greenwood, Joseph Callahan.
Members Absent:	None
Mayor:	James Jess
CAO:	Jordan Green
Staff:	Police Chief Smith, Trent Freeman, Fire Chief Pierson, Cyndi Thompson & Peter Elverum, Stan Glovan
Consultants	None
Guests:	See sign in sheet

1. Call Meeting to Order | Pledge of Allegiance.

Mayor Jess called the meeting to order at 6 PM. All present recited the Pledge of Allegiance.

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

- a. Steve Flynn and Jim Buck request help with access road out to the Deer Park Golf Club chip seal and pothole repairs as they don't have the proper equipment to complete the repairs. (map provided)
- b. Steve Granite asked if there was planning documents on the website.

3. Approval of Minutes

a. Regular Meeting: March 7, 2022. – Correction: Page 4 Items d should read as Jordan, not Jason. Member Skibsrud motioned to approve the minutes as presented. Council President Bauman seconded the motion. 8 Ayes, 0 Nos. Motion passed.

4. Public Hearing.

- a. None

5. Department Reports: Composed Reports are in the packets. Reports accepted as presented.

- a. CAO | b. Public Works | c. Police | d. Code Enforcement | e. Fire

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

- a. Member Greenwood asked about the youth board and them being included in meetings when discussing the youth room modifications.

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

- a. None

8. New Business (Old Business or Items Tabled)

- a. Bank Authority Signature First Security Bank for Stanley Glovan, Resolution 2022-R-9 – Jordan

Member Molendyke titled Resolution 2022-R-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA, ESTABLISHING SIGNATURE AUTHORITY AT FIRST SECURITY BANK OF DEER LODGE, 311 MILWAUKEE AVENUE, P.O. BOX 629, DEER LODGE, MONTANA 59722.

Member Kersch motioned to approve Resolution 2022-R-9 as presented. Member Molendyke seconded the motion. 8 Ayes, 0 Nos. Motion passed

- b. Bank Authority Signature Pioneer Federal, for Stanley Glovan, Resolution 2022-R-10 – Jordan

Member Kersch title Resolution 2022-R-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA, ESTABLISHING SIGNATURE AUTHORITY AT PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, 401 MILWAUKEE AVENUE, DEER LODGE, MONTANA 59722.

Council President Bauman motioned to approve Resolution 2022-R-10 as presented. Member Kersch seconded the motion. 8 Ayes, 0 Nos. Motion passed.

- c. Bank Authority Signature Peoples Bank, for Stanley Glovan, Resolution 2022-R-11 – Jordan

Council President Bauman titled Resolution 2022-R-11 as presented.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA, ESTABLISHING SIGNATURE AUTHORITY AT PEOPLES BANK OF DEER LODGE, 430 MAIN STREET, P.O. BOX 599, DEER LODGE, MONTANA 59722.

Member Kersch motioned to approve Resolution 2022-R-11 as presented. Member Henderson seconded the motion. 8 Ayes, 0 Nos. Motion passed.

- d. Resolution 2022-R-12: Placing Marijuana Businesses on November Ballot – Jordan Member Henderson title Resolution 2022-R-12 as presented.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER LODGE REFERRING TO A VOTE OF THE PEOPLE AT AN ELECTION TO BE HELD ON NOVEMBER 8, 2022, WHETHER TO PROHIBIT EACH OF THE MARIJUANA BUSINESS CATEGORIES WITHIN CITY LIMITS THAT ARE IDENTIFIED IN 16-12-301(1(D), MCA.

Summary: Initiative Measure 190 (I-190) was approved by the electors of the City of Deer Lodge in the general election held November 3, 2020, legalizing possession, and use of marijuana for adults over the age of 21 as well as legalizing certain marijuana businesses. The Montana Legislature passed House Bill 701 in 2021 and modified provisions of I-190 providing an option for electors to consider prohibition of the seven categories of marijuana businesses. This ballot measure asks voters to approve or disapprove each of these seven categories of marijuana businesses within the city limits of Deer Lodge. The use and possession of marijuana for adults over the age of 21 will not be impacted by this vote.

Proposal: The City of Deer Lodge City Council has proposed to the electors the opportunity provided by law to prohibit the following marijuana business categories: (1) cultivator, (2) manufacturer, (3) medical marijuana dispensary, (4) adult-use dispensary, (5) testing laboratory, (6) marijuana transporter facility, and (7) combined-use marijuana licensee.

Member Kersch motioned to approve Resolution 2022-R-12 with amendments moving item 5 down to item 7 and adjusting the language in item 5, wording in items 3 & 4 should read permitting medical marijuana dispensary . Member Henderson seconded the motion. 8 Ayes, 0 Nos. Motion passed.

9. Next Meeting Announcements

- a. April 4, 2022, at 6PM.

10. Adjournment

Mayor Jess adjourned the meeting at 6:36PM.

Prepared By: Cyndi Thompson, City Clerk

James Jess, Mayor

Date



COUNCIL COMMITTEE REPORT

MARCH 2022

Council Ops – Rob Kersch (Chairperson)

March 14th – Reviewed scam e-mails for certain council person that was conned into buying gift cards via a phishing attempt. Determined not repayable by City. Administering warning and recommending e-mail security training for all staff/council. Reviewed cyber security document with recommendations to use as guideline for creation of a city policy on cyber security. Update on codification progress shows that the codification company is working on this, should have draft soon. This will enable access to City Code online. Reviewed council meeting guidelines/conduct.

Finance – Dick Bauman (Chairperson)

March 7th - Minutes approved as presented. Reviewed and signed February claims. Art Club request for \$1,000. We agreed to release \$500 now from ARPA funds and \$500 later. Phishing scam involving a council member. No city funds to be reimbursed. Steet Maintenance funds. Method used to raise money for this account. We agreed to research this, how much is raised, how much is spent, method used, when it went into effect and the advantage/disadvantages of this process. This will be on April's agenda.

Economic Growth & Development – John Henderson (Chairperson)

March 2nd - No public in Attendance. Dick Bauman moved to accept the Minutes John Henderson Second, 2Yea, 0 nae and 1 Abstain. New Business, Committee goals Dick Bauman reviewed his committee goals from the previous meeting including the survey of the people of Deer Lodge and added, looking into new zoning that better suited the trend of smaller yards for the younger generation. The Committee was shown preliminary designs for the billboard south of town. John Henderson suggested that the committee look into ways of making Deer Lodge a stop for hikers of the CDT trail. Dick Bauman and City Clerk Cyndi Thompson suggested creating a bicycle access station on the trail. Mission statement, Dick Bauman revisited his idea of having a mission statement for Economic Growth & Development Committee and added the idea of having it put in the new growth policy. Next meeting is scheduled for April 6th at 4:00 PM

Parks & Recreation – John Molendyke (Chairperson)

March 8th – We met at 4:00PM. John Molendyke was appointed Committee Chairman. Joe Callahan was assigned to the committee. We revied and approved Bylaws and discussed prior project updates and committee goals. We received the program directors report.

Public Health & Safety – John Skibsrud (Chairperson)

March 10th – Department reports given. Discussion of MOU between Powell Co Sherriff's office and the City of Deer Lodge.

Public Works – Jackie Greenwood (Chairperson)

March 29th – Approved with recommendations to Finance and City Council to approve O'Keefe Drilling bid. Deer Park Golf Course Road blade laying millings approved with recommendations to City Council. Received Public Works Department update.

City Council - April 7, 2022

Financial Summary

February 2022

Atypical Revenues	Purpose	Fund	Amount
Nothing to report			
Completed Projects	Grant Funded	City Funded	Final Cost
Nothing to report			
Atypical Claims	Purpose	Fund	Amount
Powell County Title CO.	233 Fifth St. Purchase	1000	\$172,564.63
Dana Safety Supply	New police car setup	1000	\$10,740.95

Payables	
	Claims \$324,919.97
	Payroll \$99,328.05
	Total \$424,248.02

A motion to approve payment of the claims is requested.

CITY OF DEER LODGE
CLAIMS BY VENDOR
Mar-22

Vendor	Amount
AMAZON	474.92
CENTER POINT LARGE PRINT	47.94
CENTURY LINK	85.10
CHARTER COMMUNICATIONS	657.71
Cleverbridge	249.00
CULLIGAN OF BOZEMAN - BUTTE	108.00
DANA SAFETY SUPPLY, INC.	10,740.95
DARLEY	1,387.00
DAVID G. RAY	100.00
DEER LODGE ART CLUB	500.00
DEER LODGE FIRE RELIEF ASSOCIATION	4,690.00
DEER LODGE LITTLE LEAGUE	1,000.00
ELVERUM LAW FIRM, PLLC	10,527.50
ENERGY LABORATORIES, INC.	3,235.00
FERGUS CO. SHERIFF'S ASSOC.	1,500.00
FICKLER OIL CO.	99.95
FORD HALL COMPANY, INC.	714.04
GALLS, LLC	24.45
GIRKY, ELISSA	144.00
H.A.C.R.S Garage	728.98
HYDROMETRICS, INC.	3,216.97
IN CONTROL, INC.	894.00
INGRAHAM ENVIRONMENTAL, INC.	6,175.00
JOE MAVRINAC LOCKSMITH	118.00
JOHNSON & ASSOCIATES, INC.	85.00
JORDAN GREEN	197.02
KOHR'S MEMORIAL LIBRARY - PETTY CASH	113.89
LANE & ASSOCIATES	76.23
LEE'S OFFICE CITY, INC.	298.66
LIBRARYWORLD, INC.	495.00
LICKETY PRINT	975.33
MONTANA BROOM & BRUSH COMPANY	112.46
MONTANA DEPT. OF CORRECTIONS	400.00
MONTANA DEPT. OF CORRECTIONS	25.45
MONTANA MUNICIPAL CLERKS, TREASURERS ASSC.	50.00
MORRISON-MAIERLE CORP.	7,743.50
MUNICIPAL EMERGENCY SERVICES, INC.	1,053.09
NAPA AUTO PARTS	874.59
NORTHWEST PARTS & EQUIPMENT	1,199.00
NORTHWEST PIPE FITTINGS	1,560.51
NORTHWESTERN ENERGY	22,443.11
OFFICE SOLUTIONS, INC.	1,999.99
PITNEY BOWES, INC.	664.16
POWELL COUNTY CLERK	2,977.97
POWELL COUNTY TITLE CO.	172,564.63

R & C HOME IMPROVEMENT	7,621.21
RELENTLESS LLC DBA DESERT SNOW	649.00
ROBERTS, DANIEL	300.00
ROME ENTERPRISES 027545	761.19
SHAMROCK HEATING & COOLING, INC.	457.00
SILVER BOW TROPHY	180.00
SILVER STATE POST	164.50
STAHLY ENGINEERING & ASSOCIATES, INC.	3,094.10
STAPLES CREDIT PLAN	1,644.76
SUN MOUNTAIN LUMBER	1,022.50
THATCHER COMPANY	1,834.00
TRI-COUNTY MECHANICAL & ELECTRICAL	1,343.26
U.S. BANK COMMUNITY CARD	1,675.77
UNIVISION, INC.	2,417.10
UPS	144.00
USDA RD LOAN #92-01	15,765.00
USDA RD LOAN #92-02	4,075.00
USDA RD LOAN #92-04	11,886.00
UTILITIES UNDERGROUND LOCATION CENTER	6.28
VALLEY FOODS	299.04
VERIZON WIRELESS SERVICES, LLC	521.41
WEX BANK	4,605.75
YANKEE FLATS DIESEL	1,125.00

Total: 324,919.97

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:

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

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 Trustees, 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



Engineers and Land Surveyors

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594
2223 Montana Avenue, Suite 201, Billings, MT 59101 | phone: 406-601-4055
www.seaeng.com

March 18, 2022

City of Deer Lodge
Attn: Jordan Green, Chief Administrative Officer
Trent Freeman, Public Works Director
300 Main Street
Deer Lodge, MT 59722

**Subject: Public Water Supply Replacement Well - Recommendation of Award
Stahly Engineering Project No: 2506-03J20**

Dear Mr. Green and Mr. Freeman:

Contractor bids were received and opened on March 15, 2022 for the above-referenced project. One (1) bid was received and found to be responsive and in accordance with the bid documents.

Stahly Engineering recommends award of the project to O'Keefe Drilling Company, Inc, PO Box 3810, Butte, MT 59702, for the Base Bid amount of \$207,300.00.

Attached is a prepared Notice of Award for review and authorization by the City of Deer Lodge. Also attached for your records is the Bid Opening Record and a copy of the received bid documentation from O'Keefe Drilling

Please feel free to call at (406) 442-8594 if you have any questions or need any additional information.

Sincerely,

Stahly Engineering & Associates

Greg Wirth, P.E.
Senior Project Engineer

Attachments: Notice of Award
Bid Opening Record
Received Bid Documents (12 pages)

NOTICE OF AWARD

Date of Issuance: March 18, 2022
Owner: City of Deer Lodge
Engineer: Stahly Engineering & Associates
Project: Public Water Supply Replacement Well
Contract Name: Public Water Supply Replacement Well
Bidder: O'Keefe Drilling Company, Inc.
Bidder's Address: PO Box 3810, Butte, MT 9702
Owner's Project No.:
Engineer's Project No.: 2506-03J20

You are notified that Owner has accepted your Bid dated March 15, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: the Base Bid

The Contract Price of the awarded Contract is \$ 207,300.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner One (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Anticipated Start Date

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
By (signature): _____
Name (printed): _____
Title: _____
Copy: Engineer



www.stahly.com

Engineers and Land Surveyors

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594 | fax: 406-442-8557
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594 | fax: 406-522-9528
2223 Montana Ave., Suite 201 Billings, MT 59101 | phone: 406-601-4055 | fax: 406-601-4062

Public Bid Opening

Project Name: DEER LODGE PWS REPHASMENT WELL Location Bid Opening: DEER LODGE CITY HALL
Project Number: 2506-03J20 Time of Bid Opening: 1:00 PM
Project Location: DEER LODGE Bid Opening Date: 3/15/22

Table with 4 columns: Bidder (Name), Bid Security, Address Addendums, Bid Price. Row 1: O'KEEFE, checkmark, checkmark, \$207,300.00

GRAB WORTH - SEA
TROY FREEMAN - CDL
JARI GIOP - O'KEEFE

RECEIVED BY

MAR 15 2022

CITY OF DEER LODGE

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

Project: Public Water Supply Well Replacement
Contractor: O'Keefe Drilling
Contractor #: 2H2411
Acknowledgement of Addendum #1

BID DOCUMENTS - DO NOT OPEN UNTIL 1:00pm on March 15th, 2022

BID FORM FOR CONSTRUCTION CONTRACT

PROJECT IDENTIFICATION:

PUBLIC WATER SUPPLY WELL REPLACEMENT
DEER LODGE, MONTANA

CONTRACT IDENTIFICATION AND NUMBER:

STAHLY ENGINEERING PROJECT NO. 2506-03J20

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

CITY OF DEER LODGE

(Name of Project)

300 MAIN STREET, DEER LODGE, MONTANA 59722

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION & INSURANCE	1	LS	\$20,000.00	\$ 20,000.00
102	OBSERVATION WELL BOREHOLE	250	LF	\$45.00	\$ 11,250.00
103	OBSERVATION WELL CASING	200	LF	\$45.00	\$ 9,000.00
104	OBSERVATION WELL SCREEN	50	LF	\$250.00	\$ 12,500.00
105	OBSERVATION WELL DEVELOPMENT	8	HR	\$450.00	\$ 3,600.00
106	OBSERVATION WELL PUMP TEST	1	LS	\$12,000.00	\$ 12,000.00
107	WATER WELL BOREHOLE	250	LF	\$190.00	\$ 47,500.00
108	WATER WELL CASING	200	LF	\$118.00	\$ 23,600.00
109	STAINLESS STEEL WELL SCREEN	50	LF	\$465.00	\$ 23,250.00
110	GROUT SURFACE SEAL	200	LF	\$25.00	\$ 5,000.00
111	WELL DEVELOPMENT	8	HR	\$450.00	\$ 3,600.00
112	PUMP TEST SETUP/REMOVAL	1	LS	\$8,000.00	\$ 8,000.00
113	DISCHARGE PIPING SETUP/REMOVAL	1	LS	\$2,000.00	\$ 2,000.00
114	STEP-DRAWDOWN PUMP TEST	8	HR	\$275.00	\$ 2,200.00
115	CONSTANT RATE PUMP TEST	72	HR	\$175.00	\$ 12,600.00
116	WELL DISINFECTION	1	LS	\$200.00	\$ 200.00
117	WELL CAP & SURFACE RESTORATION	1	LS	\$11,000.00	\$ 11,000.00
118	RIG STANDBY TIME	0	HR	\$450.00	\$
Total of All Unit Price Bid Items:					\$ 207,300.00
Total Written in Words: Two hundred seven thousand three hundred and zero dollars					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
#1	March 4th, 2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

O'Keefe Drilling Company

(typed or printed name of organization)

By:

Jaclyn Giop
(individual's signature)

Name:

Jaclyn Giop

(typed or printed)

Title:

CSO/Accountant

(typed or printed)

Date:

March 15th, 2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Jerry Piazzola
(individual's signature)

Name:

Jerry Piazzola

(typed or printed)

Title:

Project Manager

(typed or printed)

Date:

March 15th, 2022

(typed or printed)

Address for giving notices:

P.O. Box 3810

Butte, MT 59702

Bidder's Contact:

Name:

Jaclyn Giop

(typed or printed)

Title:

CSO/Accountant

(typed or printed)

Phone:

406-494-3310

Email:

info@okeefedrilling.com

Address:

P.O. Box 3810

Butte, 59702

Bidder's Contractor License No.: (if applicable)

MWC-043

Montana Contractor's Registration No.:

24241

Employers Tax ID No.:

81-0298188



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

OKEEFE DRILLING COMPANY INC
PO BOX 3810
BUTTE, MT 59702

STATUS
Employer

REGISTRATION NO.
24241

EFFECTIVE DATE
02/28/2022

EXPIRATION DATE
02/27/2024

Visit our website at mtcontractor.mt.gov or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.

ANACONDA-DEER LODGE COUNTY
800 Main Street
Anaconda, Montana 59711
2022 BUSINESS LICENSE

LICENSE NO. 339

This license is granted to:

O'KEEFE DRILLING CO.
PO BOX 3810 - ATTN: MAGGIE RYAN
BUTTE MT 59701

This License is issued in accordance with the provisions of Anaconda-Deer Lodge County Code §8-19 through §8-33 and is not transferable.

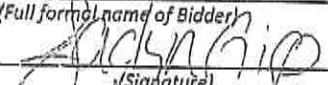
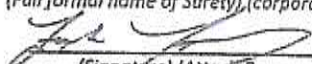
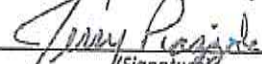
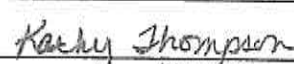
This license is issued for the period beginning January 1, 2022 and ending December 31, 2022.

Business License Fee \$50.00



[Signature]
Anaconda-Deer Lodge County Treasurer

BID BOND (PENAL SUM FORM)

Bidder Name: O'Keefe Drilling Company, Inc. Address (principal place of business): P.O. Box 3810 Butte, MT 59702	Surety Name: North American Specialty Insurance Company Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: City of Deer Lodge Address (principal place of business): 300 Main Street Deer Lodge, MT 59722	Bid Project (name and location): Public Water Supply Replacement Well Bid Due Date: March 15, 2022
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: March 14, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder O'Keefe Drilling Company, Inc. (Full formal name of Bidder)	Surety North American Specialty Insurance Company (Full formal name of Surety), (corporate seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>Jacky Friez</u> (Printed or typed)	Name: <u>Zach Friez</u> (Printed or typed)
Title: <u>C.S. Accountant</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>Jerry Piazzola</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>Project Manager</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN MCGREE, LEVI T. DOWNEY, KARLA JOYCE McHUGH, ZACH FRIEZ, BRIANNA DUDLEY, and KAYLEE RABSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 18th of November, 2021:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

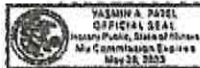
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of JANUARY, 20 22.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

55

On this 6th day of JANUARY, 20 22, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 22.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

RESOLUTION 2022-R-13

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEER LODGE DECLARING THE CABIN LOCATED AT 509 HIGGINS AVENUE IN DEER LODGE AS SURPLUS PROPERTY AND AUTHORIZING ITS REMOVAL FROM CITY OWNERSHIP.

WHEREAS, the Deer Lodge City Council as advised by the Chief Administrative Officer, determined that it is no longer necessary or useful to, or in best interests of, the City of Deer Lodge to retain ownership of a cabin located at 509 Higgins Avenue on City property hereinafter described; and

WHEREAS, photographs of the structure and a map of its location within City property are attached to this Resolution 2022-R-13; and

WHEREAS, 7-8-4201, MCA authorizes the City Council of the City of Deer Lodge to sell any property belonging to the City by resolution passed by a two-thirds vote of all members of the council; and

WHEREAS, the structure is an approximately 40 foot by 24 wooden cabin on an approximately 12-inch concrete foundation with a metal roof formerly operated by the Jaycees and currently owned by the City for use as storage; and

WHEREAS, the City of Deer Lodge has decided that the ground upon which the cabin is placed is the best location for a planned skatepark. FURTHER, the cabin and its foundation will need to be removed in their entirety by the June 1, 2022 to allow for the start of construction on said skatepark; and

WHEREAS, there is no substantial historical or financial incentive to keep the structure in City ownership or at its current location; and

WHEREAS, the estimated value of the structure is \$1,500.00; and

WHEREAS, the estimated cost for the City to remove the concrete foundation has been determined by the Public Works Superintendent to be \$900.00 and that this cost can be considered in-kind as part of the financial offer from an interested and responsible party; and

WHEREAS, the Deer Lodge City Council acknowledges the City will put the structure to public bid through a sealed bid process to receive the highest and best financial offer above the minimum estimated value from all interested and responsible parties;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Deer Lodge to approve the following:

1. The Jaycee Cabin located at 509 Higgins Avenue is declared surplus property.
2. The Chief Administrative Officer is authorized to release the structure at public bid for the highest and best price from all interested and responsible parties with a minimum bid of \$1,500.00.
3. The party awarded the bid offer shall be responsible for removing the structure in its entirety from the property by June 1, 2022 and if not, shall void all rights to the structure and be refunded. The structure would at that point be removed by the City.
4. The removal of the concrete foundation shall be considered in-kind as part of the financial offer if

the bidding party indicates it has the ability to remove the foundation. The concrete foundation removal shall be considered as \$900.00 towards the total offer for the structure and will be considered with the cash offer to satisfy the minimum bid requirements. The foundation then must be removed by the awarded party by June 1, 2022 and if not, the party will void all rights to the structure.

5. The City Council approves the final purchase terms.

Passed and approved by the City Council of the City of Deer Lodge, Montana on first and final reading at a regular Council meeting this 4th day of April, 2022.

The effective date of Resolution 2022-R-13 is April 4, 2022.

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

James Jess, Mayor

Attest:

Cyndi Thompson, City Clerk

ATTACHMENT: PHOTOGRAPHS OF THE CABIN



ATTACHMENT: MAP OF THE CABIN'S LOCATION WITHIN CITY PROPERTY

Property Record Card
 Tax Year: 2022
 Print

Summary

Primary Information
 Geocode: 28-1878-21-4-41-03-0000
 Primary Owner: CITY OF DEER LODGE
 300 PALM ST
 DEER LODGE, MT 59723-1057
 COS Parcel: COS Parcel:
 NOTE: See the Owner tab for all owner information

Subcategory: Government Property
 Assessment Code: 0000031395
 Property/Address: 226 BSAIG ST
 DEER LODGE, MT 59722

Legal Description:
 LABABIE LOTS, S33, T08 N, R09 W, L02 2, TRACT IN LABABIE
 Last Modified: 3/23/2022 6:21:03 PM

General Property Information
 Neighborhood: 228.002
 Living Units: 0
 Zoning: Levy District: 28-0712-0712
 Ownership %: 100

Linked Property: No linked properties exist for this property

Exemptions: No exemptions exist for this property

Condo Ownership: Limited: 0

Property Factors
 General: 0
 Topography:
 Utilities:
 Access:
 Location:
 Land Summary:

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Combines/Crop	0.000	00.00
Wild Hay	0.000	00.00
Forestry	0.000	00.00

Owners
 Agreements
 Market Land Info
 Dwellings
 Other Buildings/Improvements
 Commercial

