
CITY OF DEER LODGE

COUNCIL AGENDA

June 21, 2022, | 6:00 PM | PC Community Center

1. Call Meeting to Order | Pledge of Allegiance

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

3. Approval of Minutes

- a. Deferred until next meeting

4. Public Hearing:

- a. 819 2nd Street Rezoning Request – Jordan
 - i. Action Item: Vote on Approval of Rezoning Request

5. Department Reports:

- a. CAO | b. Public Works | c. Police | d. Fire | e. Recreation Program

6. 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.

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

- a. None

8. New Business Items: The Council will act on each item after accepting public comments.

- a. Liquor License Renewals – Jordan
- b. A-OK Campground 10-acre Grazing Lease Request – Jordan
- c. City/Library Board Memorandum of Understanding – Jordan
- d. Junk Vehicle Program Land Lease – Jordan
- e. Approve New Police Department Officer – Mayor Jess
- f. City Hall Fire Escape Report – Jordan

9. Next Meeting Announcement(s)

- a. Regular Meeting – July 5, 2022, at 6PM – Closed Monday July 4th.

10. 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

REZONING STAFF REPORT

Jordan Green – June 21, 2022

Introduction –

Kimberly Fisk submitted a Rezoning Application on May 23, 2022 to request a rezoning of her property at 819 2nd Street in Deer Lodge to the R-2, Single Family and Manufactured Home District to accommodate the placement of a 1980 double-wide manufactured home to be operated as a rental. The property is currently zoned as R-3, High Density Residential, which does not allow any type of mobile or manufactured home. The property is located in Section 04, Township 07 North, Range 09 West, Block 48 and the west 84 feet of Lots 9 and 10. Directly to the east of the property at the address 207 Pennsylvania Avenue is the Mountain Sage Herbal Tea Shop, a business operated by Ms. Fisk. To the south is the Old Montana Prison Museum. To the north and west are more residential properties in the R-3, High Density Residential District.

Analysis of Application –

The analysis of this rezoning followed the requirements specified in Chapter 28 of the City of Deer Lodge Zoning Ordinance. The requirements and staff comments used in this analysis follow.

The zoning amendment is made in accordance with the Growth Policy

City Administration: City Administration feels that this rezoning is in accordance with the Growth Policy as it provides more housing, specifically rental housing, in the City of Deer Lodge. A lack of affordable rental housing is identified in the Growth Policy as a concern within the City. Objective 9.2 of the Growth Policy states that the City should “increase and preserve affordable housing options for people of all ages, abilities, and backgrounds and Objective 9.2 references the need to allow greater flexibility of housing options through amendments to the zoning code. By allowing the placement of a manufactured home on this lot, the City increases housing stock available to those who need rental properties in town.

The zoning amendment is designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements

City Administration: There is no expected impact on the provision of transportation networks, water, sewerage, schools, parks, and other public requirements from the proposed rezoning. As the site is currently zoned for residential uses, a rezoning to another residential zone to allow for a manufactured home will have no additional impact on these systems.

The zoning amendment considers the effect on motorized and non-motorized transportation systems

City Administration: There is no expected effect on motorized and non-motorized transportation systems. As the site is currently zoned for residential uses, and is adjacent to other residential uses, there is no additional impact on transportation systems by rezoning as a different type of residential to accommodate the petitioner’s request.

The zoning amendment considers the promotion of compatible urban growth

City Administration: The site is adjacent to other single-family residential structures, including several manufactured homes. Therefore, the rezoning is compatible with the surrounding urban patterns.

The zoning amendment is designed to promote public health, public safety, and the general welfare

City Administration: There is no impact on public health, public safety, and the general welfare expected from this proposed rezoning. There is the potential to promote greater public health and welfare by providing a high-quality rental home in the City, which currently has a shortage of such units.

The zoning amendment considers the reasonable provision of adequate light and air

City Administration: There is no expected impact on the provision of adequate light and air on adjacent properties due to the proposed rezoning.

The zoning amendment conserves the value of buildings and encourages the most appropriate use of the land throughout the jurisdictional area

City Administration: The rezoning will have little to no impact on the value of adjacent buildings. It encourages an appropriate use of the land in the City, as it is located adjacent to other single-family homes.

The zoning amendment considers the character of the district and its peculiar suitability for particular uses

City Administration: As the site is currently adjacent to other single-family homes and manufactured homes, the proposed rezoning is suitable for the character of the district. However, the petitioner should make efforts to place the structure in a way that makes it cohesive with the surrounding homes.

Recommendation –

Based on the above requirements, City Administration recommends the Planning Board recommend to City Council the rezoning of the subject property from the R-3 High Density Residential District to the R-2, Single Family and Manufactured Home District to accommodate the placement of a 1980 double-wide manufactured home.



Chief Administrator/ City Planner

6/21/22

Date

City of Deer Lodge

300 Main Street | Deer Lodge, MT | 59722 | 406.846.2238 | 406.846.3925 (f) | cityofdeerlodge.com

REZONE APPLICATION

The City of Deer Lodge considers an Application complete when all required (or requested) information is submitted.

Chapter #28, Section #1(3)(b) of the Zoning Ordinance requires the issuance of a notarized statement by at least one of the property owners of the property within the area proposed to be changed attesting to the truth and correctness of all facts and information presented with the application.

Please submit the completed Application, all supporting documents, and the appropriate fee to the Deer Lodge City Hall - 300 Main Street, Deer Lodge, MT 59722.

Applicant(s): Kimberly Fisk

Address: ~~819 2nd St, Deer Lodge~~ 3076 Burnt Hollow Rd, Deer Lodge

Email: Kimberlyfisk@yahoo.com Telephone #: _____


Property Address: 819 2nd St, Deer Lodge

Assessor Code(s): _____ Geocode(s): _____

Authorized Agent Information: _____

Address: _____

Email: _____ Telephone #: _____

Property Owner Signature:  Date: 23 May 2022

Legal Description of Property (Subdivision / Addition and Blocks & Lots): _____

Tracts / COS# _____

Zoning District: _____ Overlay District: _____

Use of Structure or Property? _____

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	_____	_____
East:	_____	_____
South:	_____	_____
West:	_____	_____

What is the Requested Zoning for the Property? to allow trailer home

What is Intended Use for the Property? residential

Authorized Agent Signature: _____ Date: _____

23 May 2022 _____

To Whom It May Concern:

I am requesting permission to rezone the empty lot located at 819 2nd Street to allow placement of a double-wide, 1980 trailer house. I intend to use the location as a rental property.

Thank you for your consideration.

With regards,

A handwritten signature in black ink, appearing to be the initials 'KF' or a stylized 'M', written in a cursive style.

Kimberly Fisk

CITY OF DEER LODGE

CAO REPORT

June 2022

PROJECT SUMMARIES

Municipal Budget

- Have begun Finance Committee meetings to review Department Head budget requests.

City Planning

- Awaiting confirmation of approval of Main Street Tree claim from MMIA. Work has been completed by Nitro Green and public works crew will reinstall pavers when they have the time.
- County Parks Board Trails Subcommittee is refocusing on using City/County Parks and Trails for events. Anyone who is interested in joining the Park/Trail subcommittee should contact the Powell County Planning Department. Have prioritized events with the subcommittee to start working on.
- Evergreen Skateparks started work on June 20. Expecting 8-9 week completion now as extra donations increased the size of the park.
- Planning Board has begun looking at Zoning Ordinance changes to incentivize housing development in town.
- One Conditional Use Permit request and one Rezoning request are being examined by the Planning Board. One Variance request is being examined by the Board of Adjustments.
- I am City contact for the State Regional Disaster Mitigation Planning process. The state is funding for a 5-year update to the regional disaster plans, which will be disbursed to municipalities upon completion. Have had first kick-off meeting and am helping compile City data for the plan.

Grants

- Performing limited solicitation for Growth Policy update using Request for Proposals approved by Planning Board. Will begin steering committee formation soon.
- Submitted Reclamation and Development Grant (RDGP). Will need to be approved by 2023 Legislature.
- Demolition has begun on 233 5th St house as part of the FEMA Pre-disaster mitigation grant program.
- Received preliminary sign designs for wayfinding kiosks from Stahly Engineering and have held meeting with Fastsigns representative for final designs and quotes. Will send to Economic Growth and Development Committee for their approval once received. Engineers are also reaching out to other businesses to get competitive quotes.
- DEQ has received a brownfields planning grant for the Milwaukee Roundhouse and Passenger refueling area and will begin working with the county and myself on administration of those funds.

- ARPA Steering Committee has met three times now. Applications are updated and being advertised for local businesses and non-profits. Will be receiving applications over the next several months before review.
- Received Advisory Committee rankings for I&I and Well ARPA Competitive Grant applications. Our I&I project ranked #3 for priority funding in the state. Well project was ranked lower due to scoring mechanism. Expecting final approval by Governor soon.
- Trent and I are working on finding grant funding for signage improvements throughout town now that city-wide signage is digitalized in our system. Spoke with MDT Vision Zero coordinator and Stahly for potential grant opportunities.
- Reapplied for Minimum Allocation funding through DNRC for the well project. Expecting approximately \$600,000 for the project from this program.

City Hall & Employees

- Had Youth Room electrical inspection completed and am waiting on a quote from DeSilva. I have spoken to him again and he plans on providing quote for work once he recovers from an injury.
- Signed contract for Voice over IP phone system upgrade to City Hall that will be easier to use and cheaper. Phones should be installed mid-July.
- Inferno Wireless is working on bringing wireless internet service to City Hall and other City structures. City Hall expecting dual internet service end of June.
- Reposted Code Enforcement Officer position. Will work on hiring committee when and if we get qualified applicants.
- Hiring Committee for the Wastewater Treatment Plant Operator position extended an offer to Thad McKetchnie, who accepted. Starting date June 1st.

Floodplain Administration

- Received first draft of new floodplain boundaries from DNRC. So far, very minor changes to floodplain boundaries in Deer Lodge. City should expect final updated maps in 2025.
- Had 5-year Community Assistance visit with DNRC Floodplain representatives, which went very well. The DNRC is currently reviewing our floodplain ordinance to see if they recommend any changes.
- Attended National Floodplain Conference May 16-20.

Economic Development

- Applied for a Rural Reimagined grant with County Planning Director and Extension to aid in local business and tourism education. Received notice we were awarded grant funding and will be working with the two of them on how to administer funding for this project.
- Economic Growth and Development Committee looking at how to work more closely with local organizations. Met with Chamber of Commerce and Discover Deer Lodge to figure out future goals and roles.
- Coordinating with Discover Deer Lodge on placing bike racks throughout town.

- I have met with Discover Deer Lodge and Discover Anaconda to determine how we can best mirror Discover Anaconda's economic and housing development practices. I have made some great contacts with them which will provide us a lot of guidance in the future.
- Coordinating with county on several potential industrial park projects in and around the city.
- Member of the Ted Rule Memorial Football Field Committee, which is working to achieve funding through donations and grants for a complete renovation of the School District Track and Field Complex. I am helping write a CDBG Planning Grant on behalf of the organization for engineering and design costs.

INTEREST ITEMS FOR CITY COUNCIL

- City news will now be incorporated into advertisements on 96.9FM, The River. Updates weekly. Let me know if you have any City news that I can relay to Marci at the station to be included in the broadcast.

CITY OF DEER LODGE

Public Works Report

May 2022/June 2022

PROJECT SUMMARIES

Street Maintenance

- Street Sweeping
- Patching Potholes
- Awarded 2022 Street Maintenance Project
- New 5cy dump truck arrived
- Grading Alleyways
- Placed constructed bridge over drainage at 5th St. and Pennsylvania

Sewer Utility

- Awarded Landfill Drying Bed Project
- Clean lift station

Parks and Rec

- Parks Cleanup
- Watering and Mowing

Water

- Repairing Leaks
- Installing new services

Solid Waste

- Nothing to report

Mosquito Abatement

- Started placing larvicide pellets

INTEREST ITEMS FOR CITY COUNCIL

- Cottonwood Street Drainage Project Scope of Work sent to Northwestern Energy
- PRA Soil Remediation Project near completion for this project scope. Waiting on DEQ for backfill approval
- Started 233 5th St. Demo
- Annual CCR Report to DEQ

COVID-19 RESPONSE

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



Chief George Smith

CITY OF DEER LODGE

Police Department

300 Main St. Deer Lodge, MT. 59722

Police Calls

161 Calls For Service

911 Call Total: 1
 911 Hang Up Total: 2
 Alarm Total: 5
 Assault Total: 1
 Brandishing a Firearm: 1
 Civil Standby Total: 2
 Courtesy Ride Total: 6
 Custodial Interference Total: 1
 Death Notification Total: 1
 Disturbance Family Total: 1
 Domestic Total: 7
 Drug Paraphernalia Found Total: 1
 DUI Total: 2
 Fight Total: 1
 Fraud Total: 1
 Harassment Total: 1
 Minor(s) In Possession Total: 1
 Motorist Assist Total: 2
 Probation Officer Check Total: 4
 Property Damage Total: 3
 Property Found Total: 1
 Reckless Driving Total: 2
 Request Ambulance Total: 3
 Request Officer Total: 9
 Suspicious Person(s) Total: 2
 Suicidal Adult - Male Total: 1
 Theft Total: 4
 Theft Motor Vehicle Total: 1
 Threat W/Weapon Total: 1
 Traffic Accident -Total: 1
 Traffic - Hazard Total: 1
 Unattended Death Total: 1
 Unsecure Premises Total: 1
 Unwanted Person(s) Total: 3
 Welfare Check Total: 6
 VIN Inspection Total: 1
 Vandalism Total: 2
 Traffic Stop Total: 46

Code Enforcement Calls

Animal - Complaint Total: 2
 Abandoned Vehicle(s) Total: 1
 Animal - Problem Total: 1
 Animal - Vicious Total: 1
 Parking Vioations Total: 4
 Watering Violation Total: 3
 Stop Work Order Total: 1
 Dog Bite Total: 2
 Dog(s) at Large Total: 3
 Public Nuisance: Pallet Shed

Out of City Limits

Felony Pursuit Assist
 Domestic that started in town
 Burglar Alarm @ Clark Fork Vet
 Dementia person taken home x3
 Provide back up for a deputy stop

Citations

23 Citations issued
 Partner Family Member Assaults

Over Time

90.5 hours
 * coverage for vacation
 * coverage for training courses
 * one position down
 * we are at 89% of salarie budget
 with only 8% of the year remaining



FIRE DEPARTMENT REPORT

MAY 2022

HIGHLIGHTS

0 Calls for Service:

INTEREST ITEMS FOR CITY COUNCIL

Department Happenings

- We completed our ISO (Insurance Service Office) survey, and we feel it went very well. Won't know what our rating is for a couple of months.
- We will be lining up some more training going into June with MSU fire.



RECREATION PROGRAM REPORT

MAY 2022

HIGHLIGHTS

- City Recreation has started our coed Softball League this week. 10 teams are playing. 2 more teams than last year.
- We will run two Cornhole tournaments during Territorial Days and the Draft Horse Expo.

PROJECT SUMMARIES

None.

INTEREST ITEMS FOR CITY COUNCIL

None.

STAFFING CONCERNS

None.

COVID-19 RESPONSE

No update.

Business Type Code	Description
BEVERAGE	BEVERAGE LICENSE
✓	AB'S ORIGINAL CAFE - BEVERAGE
✓	B.P.O.E. DEER LODGE #1737 - BEVERAGE
✓	BAR H SALOON, LLC-BEVERAGE
✓	BROKEN ARROW- BEVERAGE
✓	CORNER OFFICE BAR - BEVERAGE
	CUTLER BROS. PRODUCTION - BEVERAGE - Being transfered to Carrie Lease
✓	DINO-MART - BEVERAGE
	FAMILY DOLLAR - BEVERAGE -- 3 rd Notice Sent
✓	FICS PLAZA - BEVERAGE
✓	GOLDEN SPIKE CASINO - BEVERAGE
✓	LUCKY LIL'S CASINO - BEVERAGE
✓	MONTANA BAR - BEVERAGE
✓	MOUNT POWELL TAP ROOM - BEVERAGE
✓	SAFEWAY - BEVERAGE
✓	TOWN PUMP OF DEER LODGE - BEVERAGE
✓	VALLEY FOODS - BEVERAGE
✓	VICTORY LANES - BEVERAGE

15 Completed liquor license

2 Incomplete - See side notes.

SERVICE AGREEMENT AND MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF DEER LODGE AND THE WILLIAM K. KOHRS MEMORIAL LIBRARY
BOARD OF TRUSTEES

This Service Agreement and Memorandum of Understanding (“Agreement”) is entered into this 21st day of June 2022 between the City of Deer Lodge, Montana, a municipal corporation of the State of Montana (hereafter, “City”), through its Mayor, and the William K. Kohrs Memorial Library Board of Trustees (hereafter, “Library Board”), together referred to hereafter as “the parties”.

RECITALS

WHEREAS, the City provides a building, the majority of the funding for, and personnel services for the William K. Kohrs Memorial Library (“Library”) for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City (City of Deer Lodge City Code Chapter 14.02; § 22-1-309, MCA);

WHEREAS, the Library Board has exclusive control of the expenditure of the public library funds subject to a budget approved by the City as well as other duties and authority set for and governed by § 22-1-309, MCA and § 22-1-310, MCA;

WHEREAS, to address the ability of the City to provide liability, workers’ compensation, and health coverage for the Library, and to make clear the rights and obligations by and between the City and the Library Board, the parties desire to create this Memorandum of Understanding regarding the City and the Library’s respective rights and obligations, specifically as they relate to personnel management, such as to ensure that they are clearly-defined and understood.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide stability and a framework of the roles, responsibilities and relationships of the City and Library Board as it relates to the personnel management of the Library for the benefit of the community.

CITY OF DEER LODGE AND WILLIAM K. KOHRS LIBRARY BOARD OF TRUSTEES
SERVICE AGREEMENT & MEMORANDUM OF UNDERSTANDING

2. **TERM:** This Agreement shall commence for the fiscal year beginning July 1, 2022 and shall continue through and include June 30, 2023. The Agreement will automatically renew for each subsequent fiscal year unless one party provides written notice to the other at least ninety (90) days prior to the end of the term, of its intention to not renew the same.

3. **OBLIGATIONS OF THE CITY:**
 - A. **Insurance Coverage:** The City agrees to provide liability, workers' compensation, and health coverage to library employees pursuant to the City's personnel policies.
 - B. **Personnel Costs:** The City agrees to provide wages, health insurance, retirement, and unemployment to library employees pursuant to the City's personnel policies.
 - C. **Payroll and Accounting:** The City agrees to handle the payroll and accounting for the library.

4. **OBLIGATIONS OF THE LIBRARY BOARD:**
 - A. **Annual Budget:** The Library Board will prepare an annual budget for approval by the City in accordance with state law (§ 22-1-309(6), MCA).
 - B. **Public Entity and Open Meeting Laws:** The Library Board agrees to comply with all laws pertaining to public entities including open meetings.

5. **ADDITIONAL OBLIGATIONS:**
 - A. The City agrees to provide property coverage for the Library building and the City agrees to provide property coverage for the contents of the Library.

6. **OPERATION OF THE LIBRARY:**
 - A. **Library Board Authority:** The Library Board shall have the authority to determine the policy for the operation and care of the Library as set forth in § 22-1-309, MCA. The Library Board further agrees to provide the City with timely notice of all personnel policy modifications or changes, including providing any written documentation which accompanies and/or supports such modifications or changes.
 - B. **Execution of Contracts/Agreements:** Per MCA 22-1-309(3) the Library Board may contract for library services. The Mayor has the right to consult with the Library Board about any contracts and agreements for the Library concerning staff.
 - C. **Personnel Management:** Pursuant to § 22-1-310, MCA, the Library Board oversees employees at the Library. In recognition of library employees also being city employees, the Library Board agrees to the following:
 - i. **Employee Status and Policy:** Library employees are employees of the City. The parties acknowledge and understand that as employees of the City, all applicable City policies shall apply including but not limited to the City

CITY OF DEER LODGE AND WILLIAM K. KOHRS LIBRARY BOARD OF TRUSTEES
SERVICE AGREEMENT & MEMORANDUM OF UNDERSTANDING

personnel policies. The Library must notify the City of any change in status of any/all Library employees. This notification must be completed in a timely manner so that required timelines/deadlines can be met for completion of forms and notification of appropriate agencies.

- ii. **Appointment and Hiring.** The Library Board shall have the authority and responsibility for hiring, appointment, termination, and disciplinary proceedings of the Library Director and, in coordination with the Library Director, library employees. The Library Board and Library Director shall follow City personnel policies and procedures for hiring and appointment and shall seek the guidance of City human resources (HR) in ensuring that the hiring process is legal and follows city protocol.

1. **Administrative Status and Supervision of Library Director and Employees.** The Library Director shall have administrative status and shall report to and be supervised by the Library Board. The Library Director will communicate matters of concern with the Mayor when necessary.

The Library Board and Library Director shall follow City policy and procedures for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board agrees to confer with City HR and/or the Mayor during a grievance or termination process. The City may contact the City's coverage provider and/or legal counsel for guidance and will report back to the Library Director and/or Library Board on appropriate action. The Library Director and Library Board agree to follow the recommendations of the coverage provider and/or legal counsel.

If there is a disagreement about the handling of a personnel management issue, the City, Library Board, and Library Director agree to follow the recommendations of the City attorney and/or HR professional. All parties agree to act in good faith and in the best interests of the Library and citizens of the City in resolving any disagreements.

2. **Execution of Library Operation and Policies.** The Library Director shall manage the operations of the Library and be responsible to the Library Board for the execution of the Library Board's policies. The Library Director and employees agree to follow the payroll and accounting procedures of the City.
3. **Salary.** The Library Board will fix library employee salary and any annual adjustments within the approved budget. The Library Board will work with the City to determine a salary structure.

CITY OF DEER LODGE AND WILLIAM K. KOHRS LIBRARY BOARD OF TRUSTEES
SERVICE AGREEMENT & MEMORANDUM OF UNDERSTANDING

- D. **Building.** The Library Building is owned by the City. The Library Board sets policy and works with the Library Director and staff on the use of the space. The Library Board agrees to confer with the City when any major changes are planned to the building.
7. **MODIFICATIONS:** Any modifications sought to be made to this Agreement shall be agreed to by both parties and will be memorialized in writing, signed by both parties.
8. **NOTICE:** Any notice required or permitted under this Agreement shall be deemed sufficiently given or services if sent by mail or hand delivered to:
- City:** City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722
- Library:** William K. Kohrs Memorial Library
501 Missouri Avenue
Deer Lodge, MT 59722
- Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.
9. **TIME OF ESSENCE:** Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.
10. **CONSTRUCTION AND BINDING EFFECT:** This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.
11. **SEVERABILITY:** If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this

CITY OF DEER LODGE AND WILLIAM K. KOHRS LIBRARY BOARD OF TRUSTEES
SERVICE AGREEMENT & MEMORANDUM OF UNDERSTANDING

Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this Agreement.

12. BINDING: This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute this Agreement.

CITY OF DEER LODGE

James Jess, Mayor

*APPROVED AS TO FORM:

*ATTEST

Peter Elverum, City Attorney

Cyndi Thompson, City Clerk

LIBRARY BOARD OF TRUSTEES

Warner Bair, Board Chair

LEASE AGREEMENT

“OLD CITY DUMP”

THIS LEASE, made and entered into this **XX day of XXXX, 2022**, 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 the 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 08 North, Range 09 West, and containing 5 acres, more or less particularly located on the plat attached hereto, a tract that has been previously described as the “Old City Dump.”

TERM

The term of this lease is for **five (5) years commencing on the 1st day of July 2022, and ending on the 30th day of June 2027.**

CONSIDERATION

The consideration for said lease is \$600 per year, payable by June 30, 2022 and on June 30 for each subsequent year of the lease, receipt of which is acknowledged.

RENEWAL

The Lessee shall have the option to renew said lease for an additional five (5) 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 five year term.

OLD CITY DUMP LEASE AGREEMENT

PURPOSE

The express purpose for this lease is for the establishment of a motor vehicle impound and wrecking facility under the provisions of Section 75-10-501, MCA, and which facility shall be known as the Powell County Junk Vehicle and Impound Lot. Further, the facility shall be used for the purpose of storing junked vehicles as defined in Section 75-10-501, MCA that are to be removed from the City of Deer Lodge and the County of Powell as part of the Department of Environmental Quality's (DEQ) Junk Vehicle Program.

FENCING

It is agreed by and between all parties 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 secure and locked gate at the entrance of the facility. Fencing shall be constructed in a manner that shields from public view all vehicles, vehicle parts, equipment, and any other items necessary to fulfill the express purpose of the facility. The fencing shall be at least six (6) feet high.

PERMITTING

The Lessee shall be responsible for obtaining and maintaining all permits that may be required to operate said facility and be responsible for any and all costs associated with said permits. This includes but is not limited to an annual license from the Montana DEQ to operate a motor vehicle wrecking facility, which is a prerequisite for the operation of a lot used for the DEQ's Junk Vehicle Program. A copy of said permits should be given to the Lessor when received by Lessee.

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.

GENERAL TERMS

Lessor has the right to enter the Lease Premises to inspect for compliance with the terms of the Lease or for any other purpose at any time.

Lessee will operate the facility in a way that does not impede on the Lessor's ability to use the rest of its land adjacent to the Lease Premises for any lawful use.

OLD CITY DUMP LEASE AGREEMENT

Lessor shall accept vehicles from the Lessee for the purposes of the Junk Vehicle Program throughout the term of this lease.

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

James Jess, Mayor

ATTEST

Cyndi Thompson, City Clerk

POWELL COUNTY

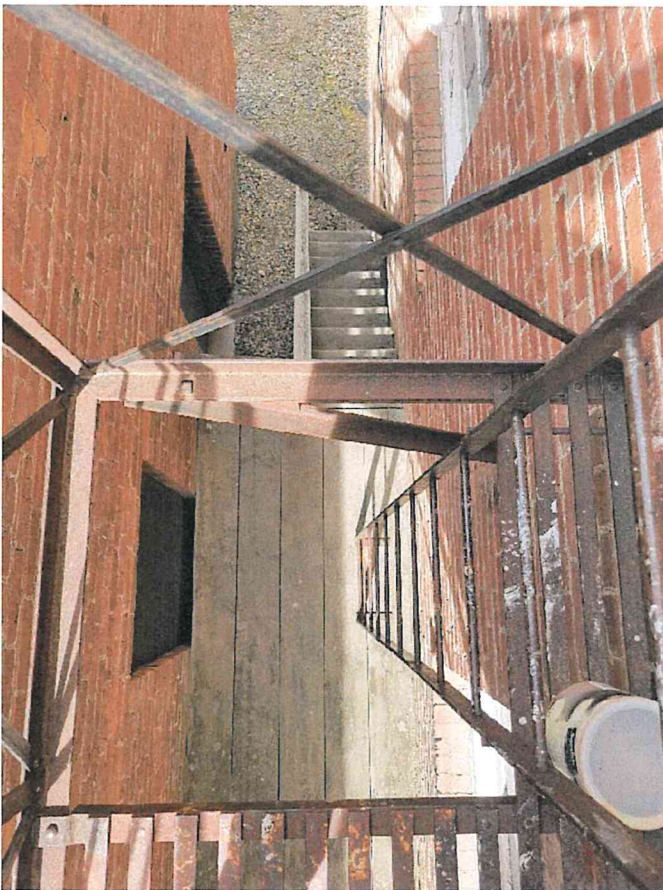
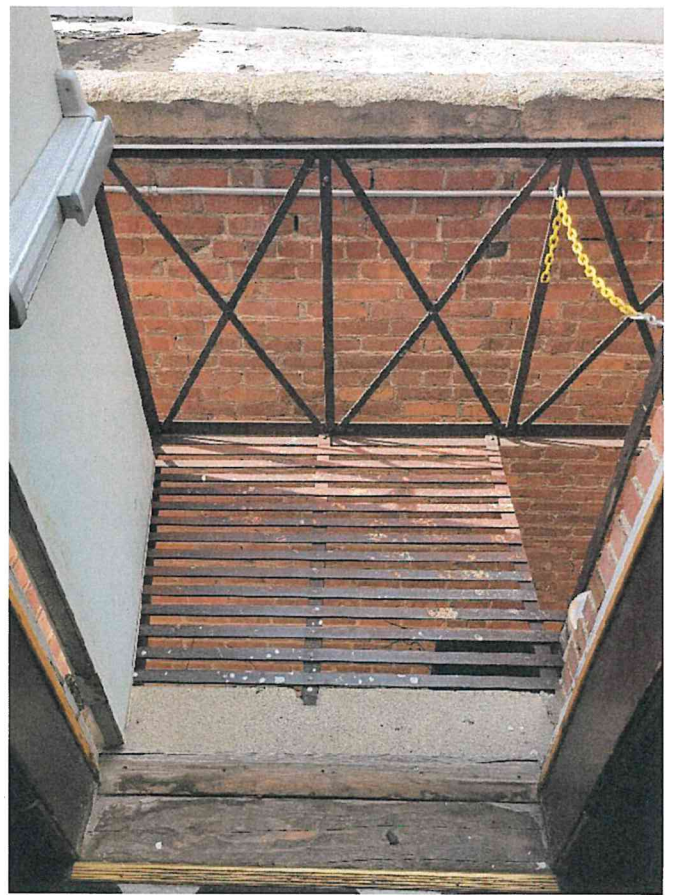
Ralph E. Mannix, Jr., County Commissioner

Doug Crachy, County Commissioner

Dan Sager, County Commissioner

ATTACHMENT: LOCATION OF "OLD CITY DUMP"





City Hall Fire Escape – June 2022