



PLANNING BOARD AGENDA

December 19, 2022 – 10AM | Council Chambers, City Hall

1. **Call meeting to order** | Pledge of Allegiance.
2. **Approval of Minutes:**
 - a. Regular Meeting: November 21, 2022
3. **Public Comment Non-Agenda Items** – 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.
4. **Public Hearing:(s)**
5. **Reports:**
 - a. Economic Growth and Development:
 - b. Downtown Historic Preservation:
 - c. Chamber of Commerce:
6. **Continued Business:** - The Board accepts public comment at the end of each item.
7. **New Business:**
 - a. Review Great West Growth Policy Contract – Jordan
 - b. Marijuana Cultivation, Manufacturing, Testing Facility Zoning Requirements - Jordan
8. **Staff or Committee Comments:**
9. **Announcement of the next meeting:**
 - a. January 17, 2023, at 10AM.
10. **Adjournment**

Planning Board Mission Statement:

The Planning Board works to protect the health, safety, and welfare of the community of Deer Lodge in a responsible and equitable way. It accomplishes this through the gathering of local input, the desire for community vibrancy, and the knowledge that our decision-making today supports the future of the community.

Note: A plan with no action remains nothing more than a plan!

**Planning Board for the City of Deer Lodge meets in the Council Chambers.
300 Main Street, Deer Lodge, MT 59722**

For Further Information Contact

CAO | Jordan Green
jgreen@cityofdeerlodgemt.gov | 406.846.2238

CITY OF DEER LODGE

PLANNING BOARD MINUTES

November 21, 2022 – 10:00 AM | Council Chambers, City Hall.

Members Present:	Amanda Cooley, Rick Buck, Dan Sager, Dick Bauman, Kathy Bair
Member Absent:	Amber Brown, Rand Dickson
Mayor:	Absent
CAO:	Jordan Green
Council Member:	None
Staff:	None
Guests:	See sign in sheet

1. Call Meeting to Order | Pledge of Allegiance

Interim Chairperson Sager called the meeting to order at 10:00AM, all present recited the Pledge of Allegiance.

2. Approval of Minutes

a. Regular Meeting – September 19, 2022, and October 3, 2022

Member Bauman motioned to approve as presented. Member Cooley seconded the motion. 5 Ayes, 0 No's, 2 Absent. Motion passed.

3. Public Comment Non-Agenda Items:

a. None

4. Public Hearings:

a. None

5. Reports:

a. Economic Growth and Development:
No November meeting.

- b. Downtown Historic Preservation:
Discussed signs, moving forward with the Rob Worth grant application, discussed a Mission Statement.
- c. Chamber of Commerce:
Theme Santa Workshop this year, discussed the Christmas parade. Discussed Pint Night.

6. Continued Business | The Board accepts public comment at the end of each item.

- a. None

7. New Business | The Board accepts public comment at the end of each item.

- a. Meet with Great West Engineering to discuss Growth Policy Update Proposal – Jordan
Jerry and Cody with Great West Engineer were present to discuss the recommendation from City Council to update the Growth Policy. MCA 76-601 Growth Policy Content was provided to committee to reference what is required for a Growth Policy update along with staff RFP and Great West proposal. Discussed doing a survey to the public beginning in January 2023.
- b. Dispensary Business Zoning – Jordan
Discussed best practice to regulate businesses in town. Interim Zoning Ordinance 2022-1 was presented showing what’s currently in place and discussed Interim Regulations within Ordinance 2022-1. Out of the voting process from November 8, 2022, the final vote was:

<p>Adult-Use Marijuana Dispensaries 53% (628) for 47% (552) against</p>	<p>Manufacturers of Marijuana Products 51% (594) for 49% (569) against</p>
<p>Medical Marijuana Dispensaries 58% (681) for 42% (484) against</p>	<p>Marijuana Transporter Facilities 49% (568) for 51% (603) against</p>
<p>Combined-Use Marijuana Licensees 52% (606) for 48% (568) against</p>	<p>Testing Laboratories 51% (592) for 49% (569) against</p>
<p>Cultivators of Marijuana Products 50% (587) for 50% (581) against Recount occurred and confirmed “FOR” result</p>	

Member Colley motioned recommendation to City Council the bullet points listed below. Member Bauman seconded the motion. 5 Ayes, 0 No’s, 2 Absent. Motion passed.

- Conditional Use in the B-1: Central Business District and Permitted Use in the B-2: Highway Business District.
- Require a Zoning Permit for building inspector, fire chief, and health department review (also at state level).
- State minimum on distance from places of worship and public schools: 500 feet and on same street.
- Research if we can have a cap on the number of dispensaries.
- Research the legality of a signage restriction ordinance. Jordan to research signage language.

- c. Other Marijuana Business Type Zoning
No recommendations at this time from the Planning Board. Discussed cultivators and manufacturing.

8. Committee Comments or Concerns:

- a. None

9. Announcement of the next meeting:

- a. December 19, 2022, at 10:00 AM (if needed)

10. Adjournment:

- a. The meeting was adjourned, by consensus at 12:03PM.

Prepared by Cyndi Thompson, City Clerk

Amber Brown, Chairperson

Date



CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This *Consultant Agreement for Professional Services* ("Agreement") is entered into as of December 19, 2022, between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 ("Great West"), and the City of Deer Lodge, located at 300 Main Street, Deer Lodge, MT 59722. ("Client"). The parties agree as follows:

- I. **Project.** Client desires to engage Great West to perform certain consulting, design, advisory, and/or surveying services for an update of the City Growth Policy ("Project").
- II. **Scope of Services.** Great West shall perform the following services for the Project ("Services"):

Scope of Services. As described in the *Scope of Services* attached to this *Agreement* as *Exhibit "A."*
- III. **Payment.** Client shall pay Great West as compensation for the Services the following:

Time and Materials. For an estimated total amount of \$40,000.00.
- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.
- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:

None
- VI. **Authorization.** Persons executing this *Agreement* represent that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.

CITY OF DEER LODGE

A handwritten signature in blue ink that reads "Daniel M. McCauley".

Daniel M. McCauley, PE
Business Unit Manager

Mayor

Standard Provisions

1. Payments.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*.

1.1.1 Lump Sum. Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of Services required to complete Project.

1.1.2 Time and Materials. Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

1.1.3 Retainers. Retainers are applied toward final invoice.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation, meals and lodging, laboratory tests and analyses, telephone, printing, copying, and binding. Expenses are billed at 1.10 times invoice amount, and Client shall pay all governmental fees, permits and charges.

1.3 Payment Date. Invoices are due and payable within thirty (30) days after date of invoice.

1.4 Past Due Accounts. Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

1.5 Stop Work. Great West may stop work on Project and withhold delivery of all Services until Client's obligations then due and owing to Great West are paid in full.

1.6 Disputes. Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate and due and payable.

1.7 Estimates. Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

1.8 Adjustment of Fees. Great West may alter the distribution of compensation between individual phases of the contract to be consistent with services actually rendered, but shall not exceed the maximum contract value.

2. Notice to Proceed. This *Agreement* constitutes Client's notice to proceed with Services once it is signed by Client and Consultant.

3. Subconsultants. With Client's approval, Great West may retain subconsultants to perform Services for Project.

4. Extra Work. If Client desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), Client must authorize the *Extra Work* by signing a written amendment, signed and agreed upon by Consultant. If written amendment is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

5. Safety and Construction. Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs related to work performed by contractors, subcontractors, or anyone else associated with Project.

6. Cost Estimates. Great West does not warrant construction cost estimates.

7. Use of Documents. Great West retains ownership of all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

8. Professional Standards. Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

9. Indemnity. Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties to the extent caused by or resulting from negligent acts, wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.

10. Limitation of Liability. Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*. Client waives all other damages.

11. Alternative Dispute Resolution. Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation prior to initiating any other adjudicatory option.

12. Termination. This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition,

13. Dates. All time periods refer to calendar days unless otherwise stated.

14. Montana Law Governs; Venue. This *Agreement* is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this *Agreement*, Client and Great West Engineering, Inc. agree that venue shall be the First Judicial District Court of Montana, located in Helena, Montana.

15. Survival. The provisions of this *Agreement* shall survive its termination and completion of Services.

16. Complete Agreement. This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.



EXHIBIT A SCOPE OF WORK UPDATE OF DEER LODGE GROWTH POLICY

TASK 1 - Prepare for and Participate in a Final Kickoff Meeting

- Great West will organize and facilitate a kickoff meeting for the project. The purpose of the meeting is to ensure everyone engaged in the process understands their roles, responsibilities, project scope of work, schedule, and expected outcomes.

TASK 2 – Develop a Resident Outreach and Communications Plan

- Based upon guidance from the advisory committee and stakeholders, combined with the expertise of our team, Great West will develop a plan to reach out to the residents of Deer Lodge.
- Outreach and Communications will include:
 - If applicable, Great West will create a central project website that will provide project information, allow for resident feedback, and serve as the host site for things such as resident surveys.
 - With the City's assistance, Great West will create a project e-mail list for use in advertising events and participation opportunities.
 - Great West will assist in a survey of residents using both online and hardcopy documents. This task will require the City's in-depth assistance.
 - Great West will facilitate an open house to have in-person discussions with residents about the survey results and identify priorities, opportunities, and challenges.
 - Great West will provide the City with project updates that can be posted on the various community Facebook pages such as City, Chamber of Commerce, and Silver State Post.
 - Great West will provide the City with press releases and articles for the Silver State Post to promote community buy-in.

TASK 3 - Review Deer Lodge's Current Planning Documents and Latest Demographic/Economic Data

- Great West will work with the City to gather all of the City's current planning documents.
- Great West will provide an analysis of the opportunities and limitations in those existing plans.
- Great West Will provide an assessment of the latest demographic and economic data and how it relates to the community's future.

TASK 4 - Land Use Analysis and Mapping

- Great West will utilize GIS mapping to understand land use and ownership in and around the community and how it may influence potential new development within the City.
 - With the assistance of the City's on-call engineer, Great West will provide applicable maps such as land use, ownership, floodplain, infrastructure locations
- Great West will work with the City's on-call engineer to conduct an analysis of City infrastructure, including identifying potential areas for new residential/commercial development and/or redevelopment.
 - Great West will provide a written planning assessment summarizing its findings.

TASK 5 – Downtown/Business Core Analysis

- Great West will utilize the land use and infrastructure analysis to identify opportunities and challenges with regard to maintaining and improving the downtown/core business area of the City and provide a written report to the City.

TASK 6 – Community Open House to Discuss the Survey Results, Economic, Land Use, Infrastructure Opportunities, and Other Issues within the Community

- Great West will assist the City in facilitating a community open house to present and discuss the results of the community survey and the land use and downtown analysis.
- Great West will provide open house props such as maps, survey poster boards, and opportunities/issues boards.

TASK 7 – Create a Working Draft of the Growth Policy

- Great West will create a full working draft of the growth policy and provide electronic and ten hardcopy drafts to the Planning Board and the City to post for public review.
- Great West will ensure that the draft meets the minimum statutory requirements.

TASK 8 – First Work Session with the Planning Board

- Great West will facilitate a work session to review the first working draft of the growth policy to identify needed additions and edits.

TASK 9 – Editing of the Working Draft of the Growth Policy

- Great West will make edits to the draft growth policy based upon the guidance of the Planning Board, stakeholders and residents.

TASK 10 – Final Work Session with the Planning Board, Stakeholders and Residents

- Great West will facilitate a final work session to review the second draft of the growth policy to identify needed additions and edits. Electronic and ten hardcopy drafts will be provided to meet the review needs of all participants.

TASK 11 – Planning Board Hearing on the Draft Growth Policy

- Great West will assist the Planning Board with facilitating its statutorily required public hearing and presenting its recommendation to the City Council.

TASK 12 – City Council Review and Adoption of the Growth Policy

- Great West will provide the City Council with advice and guidance on the review and adoption of the Growth Policy.

SCHEDULE

The following key milestone dates form the basis of delivery of this scope of services (as the project progresses, these dates are subject to change).

Milestone	Date
Signed Contract	December 2022
Kickoff Meeting	January 2023
Start Resident Outreach	January 2023
Review City Planning Documents	January 2023
Land Use and Downtown Analysis	January - February 2023
Community Open House	March 2023
Create Working Draft of Growth Policy	March - April 2023
First Work Session with Planning Board	April 2023
Second and Final Work Session with Planning Board	May 2023
Create Final Draft of Growth Policy	May 2023
Planning Board Hearing	June 2023
City Council Review and Adoption	July 2023

COMPENSATION

Great West will complete this task order on an hourly rate basis not to exceed \$40,000.