



# FINANCE COMMITTEE AGENDA

February 7, 2022 – 3:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
  - a. Regular Meeting: January 3, 2022
3. **Public Comment** - Limit to three minutes per person.
4. **Continued Business.**
5. **New Business.**
  - a. Elect a New Committee Chairperson - Jordan
  - b. Finance Committee Bylaws - Jordan
  - c. City Treasurer Candidate Introduction – Jordan
  - d. Rural Fire Department Contract - Jordan
  - e. Review and sign January claims – Judi Whitney
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**

March 7, 2022, at 3PM
8. **Adjournment.**

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## Finance Committee

### Members

Dick Bauman | John Molendyke | Rob Kersch

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

January 3, 2022 – 3:00pm | Council Chambers, City Hall

<b>Members Present:</b>	Dick Bauman, Rob Kersch, Vacant
<b>Members Absent:</b>	None
<b>Mayor:</b>	James Jess
<b>CAO:</b>	Jordan Green
<b>Staff:</b>	Trent Freeman, Chief, Smith, Judi Whitney & Cyndi Thompson
<b>Guests:</b>	None

### 1. Call Meeting to Order:

- a. Chairperson Bauman called the meeting to order at 3:01PM.

### 2. Approval of Minutes:

- a. Regular Meeting: December 6, 2021  
Member Kersch motioned to approve minutes as presented. Chairperson Bauman seconded the motion. 2 Ayes, 0 Noes, 1 Vacant. Motion passed.

### 3. Public Comment:

- a. None.

### 4. Continued Business:

- a. None

### 5. New Business:

- a. Passenger Refueling Area Bid Approval – Trent  
Trent provided a letter of recommendation from Hydrometric, Inc for the Passenger Refueling Area Soil Removal for Milwaukee Roundhouse. We had six bidders, only three were qualifying bids, as the others did not acknowledge addendums, did not fill out bid price forms. The lowest responsible bidder was H&H Contracting Inc., in the amount of \$62,137.00 which is under bid. The letter states, this work is entirely funded via a Reclamation and Development Grant, Agreement No RIT-20-8891, administered by the Montana Department of Natural Resources and Conservation (DNRC) and funded by the 66<sup>th</sup> Montana Legislature in House Bill 652.

Member Kersch motioned to approve the Passenger Refueling Area Bid and forward to Council. Chairperson Bauman seconded the motion. 2 Ayes, 0 Noes, 1 Vacant. Motion passed.

- b. Security Camera Installation Approval – Jordan  
Presented a quote from K12 Montana Inc. of \$13,176.34 for security cameras inside/outside City Hall, WWTP and City Shop. The cost is supported from ARPA Funds. Discussion on security cameras for the Fire Department.

Member Kersch motioned to approve the quote from K12 with the addition of cameras to the Fire Department and forward with recommendation to City Council. Chairperson Bauman seconded the motion. 2 Ayes, 0 Noes, 1 Vacant. Motion passed.

- c. Police Department Vehicles – Chief Smith  
Chief Smith presented a vehicle report of previously used PD cars/SUVs. Police Departments current budget will support the purchase of 1 vehicle now and purchase of 1 or 2 more vehicles in the future.

Member Kersch motioned to approve Chief Smith to use is current budget to purchase 1 vehicle. Chairperson Bauman seconded the motion. 2 Ayes, 0 Noes, 1 Vacant. Motion passed.

- d. Fee Schedule Review-Jordan  
Fee schedule was reviewed. Title numbers and cost were updated.

Member Kersch motioned to approve the accepted Fee Schedule and recommend it to City Council. Chairperson Bauman seconded the motion. 2 Ayes, 0 Noes, 1 Vacant. Motion passed.

- e. Review and sign December claims – Judi Whitney  
December claims were approved and signed by unanimous consent.

**6. Committee Comments or Concerns:**

- a. Member Kersch asked about the Code Enforcement Vehicle.
- b. Chairperson Bauman asked about an updated Financial Calendar. Jordan will send a revised one out.

**7. Announcement of Next Meeting:**

- a. February 7, 2022, at 3PM

**8. Adjournment:**

The meeting was adjourned at 4:37pm.

Prepared by: Cyndi Thompson, City Clerk

\_\_\_\_\_  
Dick Bauman, Chairperson

\_\_\_\_\_  
Date

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**Finance Committee Members**

Dick Bauman (Chair) | Rob Kersch | Vacant

# ByLaws

## Finance Committee

### ARTICLE I - NAME

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#### Section One. Name

- A. The official name of the organization shall be "Finance Committee" hereinafter referred to as "The Committee."

#### Section Two. Purpose

- A. The Committee approves City Claims, Develops the City Budget, Evaluates Abnormal Spending and Provides Financial Recommendations for City Staff and City Council.

### ARTICLE II - MEMBERSHIP

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#### Section One. Membership

- A. Members
  - 1. The Committee shall consist exclusively of a minimum of three council members.
  - 2. Members are appointed by the Council President at or after the second meeting in January following a municipal general election.
- B. Officers
  - 1. The Committee shall have one elected officer consisting of a Chairperson.
- C. Secretary of the Committee
  - 1. Deer Lodge's City Clerk shall serve as Secretary to the Committee.

#### Section Two. Election of the Chairperson

- A. Election of the Chairperson shall be made at the first Committee meeting of the year.
- B. The Chairperson must be a member of the Committee.
- C. If the members cannot reach consensus on the election, then a nominee receiving a majority vote of those present at the meeting shall be declared the Chairperson.
  - 1. In the event that a Committee Chairperson cannot be selected by the Committee, the Council President shall appoint a Committee Chairperson.

#### Section Three. Terms of the Chairperson

- A. The Chairperson shall assume the responsibility immediately upon appointment and shall serve for a term of one year.

#### Section Four. Vacancy of the Chairperson

- A. Vacancy in the term shall be filled immediately by the procedure described in Article II, Section Two for the un-expired portion of the term.

#### Section Five. Duties of Officers

- A. Chairperson
  - 1. The Chairperson shall preside at all meetings of the Committee.
  - 2. The Chairperson shall sign the minutes of meetings, and all documents involving the authority of the Committee.
  - 3. The Chairperson shall compose meeting agendas after seeking input from the Chief Administrative Officer and Committee members.
  - 4. The Chairperson has the responsibility to advise the Mayor and the City Council of items discussed by the Committee.
  - 5. The Chairperson shall have all the duties normally conferred by parliamentary rules on such officers and shall perform such other duties as may be ordered by the Committee except as otherwise provided in these rules, in other Committee resolutions, or in City resolutions.



- B. Absence of the Chairperson
  - 1. In the absence of the Chairperson, the Committee may elect a temporary Chairperson by a majority vote of those present at a called meeting, who shall assume the duties of the Chairperson.

#### Section Six. Duties of the Secretary

- A. Deer Lodge's City Clerk shall perform the duties of the secretary for the Committee.
- B. The Secretary shall keep the minutes of all meetings and materials allied with the Committee.
- C. The Committee has the responsibility of approving such minutes.
- D. The Secretary shall post agendas according to practices agreed upon by the City Council.
- E. The Secretary shall maintain a file of all studies, plans, reports, recommendations and official records of the Committee and perform such other duties as the Committee may determine.

#### Section Seven. Order of Meetings

- A. The following is the order that meetings will follow:
  - 1. Call Meeting to Order
  - 2. Approval of Minutes
  - 3. Public Comment
  - 4. New Business
  - 5. Old Business
  - 6. Staff or Committee Member Concerns/Comments
  - 7. Announcement of the Next Meeting
  - 8. Adjournment
- B. The Chairperson may allow deviations from the described Order of Meetings to accommodate special circumstances or events.

#### Section Eight. Discussion Procedures

- A. Chairperson introduces the topic with all supporting materials.
  - 1. Committee members have the opportunity to ask any questions or contribute any items of information.
- B. The Committee may ask staff and/or consultants to provide technical analysis, review considerations and basic policies, offer possible alternatives, and make recommendations, if any.
  - 1. Other interested parties are allowed to comment briefly or make inquiries.
- C. Proponents and or opponents in the audience are given opportunity to speak in favor of or against application. Information submitted should be factual, relevant and not merely duplication of previous presentation.
  - 1. A reasonable time shall be allowed.
  - 2. Each person speaking shall give name, address and nature of interest in matter.
- D. Brief rebuttal for proponents and opponents heard separately and consecutively, with presentation limited to their spokesperson.
- E. The Committee will take the opportunity to deliberate before rendering a recommendation for the benefit of the Mayor and the City Council.

#### Section Nine. Quorum

- A. A majority of the members of the Committee shall constitute a quorum for the transaction of business and the taking of official action.

#### Section Ten. Motions

- A. Motions shall be restated by the Chairperson before a vote is taken.
- B. The name of the members making and seconding a motion shall be recorded in the minutes of the meeting.

#### Section Eleven. Voting

- A. The concurring vote of two members of the Committee shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official; to decide in favor of the applicant on any matter upon which it is required to pass under any such resolution; or to effect any variation in such resolution.

#### Section Twelve. Reports

- A. On all matters considered by the Committee, the reports, findings and recommendations, if any, are presented to the Committee and shall be recorded in the minutes of the meeting.

#### Section Thirteen. Parliamentary Procedure

- A. Except as otherwise prescribed by these rules, the Committee meetings shall be guided by Robert's Rules of Order (the most recent edition).
- B. At the Chairperson's discretion or at the discretion of two members, the Committee may modify the proceedings after consultation with the City Attorney.
- C. If any questions arise as to procedure, the ruling of the Chairperson shall be final unless reversed by a vote of at least two members.

#### Section Fourteen. Public Nature of Meetings and Records

- A. All meetings, hearings, records, findings, and accounts shall be open to the public.

### **ARTICLE III - MEETINGS**

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#### Section One. Meetings: Time and Place

- A. A regular monthly meeting shall be held on the **First Monday** of the **Month at 3:00PM** in the Council Chambers, unless a different time and/or place is posted at the City Hall at least forty-eight (48) hours prior to the meeting.
- B. Members shall receive meeting materials via email at least two (2) days, forty-eight (48) hours prior to the meeting.
  - 1. Alternatively, members may request to receive a hard copy of the materials.
- C. Meetings should be kept to an hour and a half or shorter, if possible.
  - 1. If a lengthy topic is anticipated, the agenda should be kept at a minimum.
- D. If a lengthy topic is to be discussed, a work session should be considered.

#### Section Two. Recessed Meetings

- A. Any regular or special meeting may be recessed to a definite time and place by a majority vote of the members present at the meeting.

### **ARTICLE IV – SUB COMMITTEES**

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#### Section One. Purpose of Sub Committees

- A. Sub Committee purpose shall be clearly defined.
- B. Sub Committees may be established to facilitate complex topics that would be better handled outside of the normal Committee.

#### Section Two. Establishment of Sub Committees

- A. Sub Committees are:
  - 1. Short Term
  - 2. One Topic
  - 3. May only provide recommendations to the Committee
- B. Sub Committee membership should include at least one committee member, and any additional council members or members of the public as necessary for the task.
- C. Sub Committees must be established by majority vote of the Committee.

### **ARTICLE V – COUNCIL APPROVAL AND AMENDMENTS**

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#### Section One. Council Approval

- A. These bylaws must be approved by a majority vote of the Committee Council.

**Section One. Amendments**

- A. These bylaws may be amended at a regular noticed meeting of the Committee by the affirmative majority vote of the members present, provided that the proposed amendments have been submitted in writing at a previous meeting.

**Section One. ByLaws Approval**

- A. Approved by the Finance Committee:

\_\_\_\_\_ Date \_\_\_\_\_  
Committee Chairperson

- B. Approved by the City Council by Resolution 2019-R-8:

\_\_\_\_\_ Date \_\_\_\_\_  
James Jess, Mayor

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 1<sup>st</sup> and January 1<sup>st</sup> of each fiscal year. The formula by which the annual contract payment shall be calculated is as follows:

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

Where Powell County Taxable Value does not include the Taxable Value of the City of Deer Lodge and 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 1<sup>st</sup> 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 extend 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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DEER LODGE

DEER LODGE RURAL FIRE DISTRICT

BY: \_\_\_\_\_

By: \_\_\_\_\_

James Jess, Mayor

Chairman

ATTEST: \_\_\_\_\_

\_\_\_\_\_

Cyndi Thompson, Clerk

Secretary