



FINANCE COMMITTEE AGENDA

September 6, 2022 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
 - a. Regular Meeting: August 8, 2022
3. **Public Comment** - Limit to three minutes per person.
4. **New Business.**
 - a. City Judge Meeting-Council President Bauman
 - b. ARPA Local Grants Committee Recommendations – Jordan
 - c. E-Ticketing Quote – Chief Smith
 - d. Ron Slauson Pay – Chief Smith
 - e. Clerical CBA Addendum - Jordan
 - f. Business District Striping Task Order – Trent
 - g. Water Modeling Task Order – Trent
 - h. Water SCADA System Upgrade – Trent
 - i. Water & Wastewater Annual Cybersecurity Proposal – Trent
 - j. Drying Beds Pay Estimate #2 – Trent
 - k. Drying Bed Change Order #1 - Trent
 - l. Review and Sign August Claims – Stan/Jordan
5. **Continued Business.**
 - a. Budget Review - Jordan
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
 - a. Regular Meeting: October 3, 2022
8. **Adjournment.**

Finance Committee

Members

Dick Bauman (Chair) | Rob Kersch | Joseph Callahan | Gordon Pierson

CITY OF DEER LODGE

FINANCE COMMITTEE MEETING MINUTES

August 8, 2022 – 4:00pm | Council Chambers, City Hall

Members Present: Dick Bauman, Rob Kersch, Joseph Callahan

Members Absent: Gordon Pierson

Mayor: Absent

CAO: Jordan Green

Staff: Stan Glovan, Cyndi Thompson

Guests: None

1. Call Meeting to Order:

a. Chairperson Bauman called the meeting to order at 4:00PM.

2. Approval of Minutes:

a. Regular Meeting: ~~Deferred till September 6, 2022.~~ August 1, 2022, meeting minutes present. Member Kersch motioned to approve minutes as presented. Chairperson Bauman seconded the motion. 2 Ayes, 0 Nos, 1 Abstained, 1 Absent. Motion passed.

3. Public Comment:

a. None

4. New Business:

a. None

5. Continued Business:

a. Budget Review – Jordan
Requested an additional budget expenditure for the Fire Department for \$5,000 to go towards a Fire Ladder Truck.
No action required from the Finance Committee. Budget Review business tabled till meeting on September 6, 2022

6. Committee Comments or Concerns:

a. None

7. Announcement of Next Meeting:

a. Tuesday, September 6, 2022, at 4pm

8. Adjournment:

The meeting was adjourned at 4:55pm.

Prepared by: Cyndi Thompson, City Clerk

Dick Bauman, Chairperson

Date

Finance Committee Members

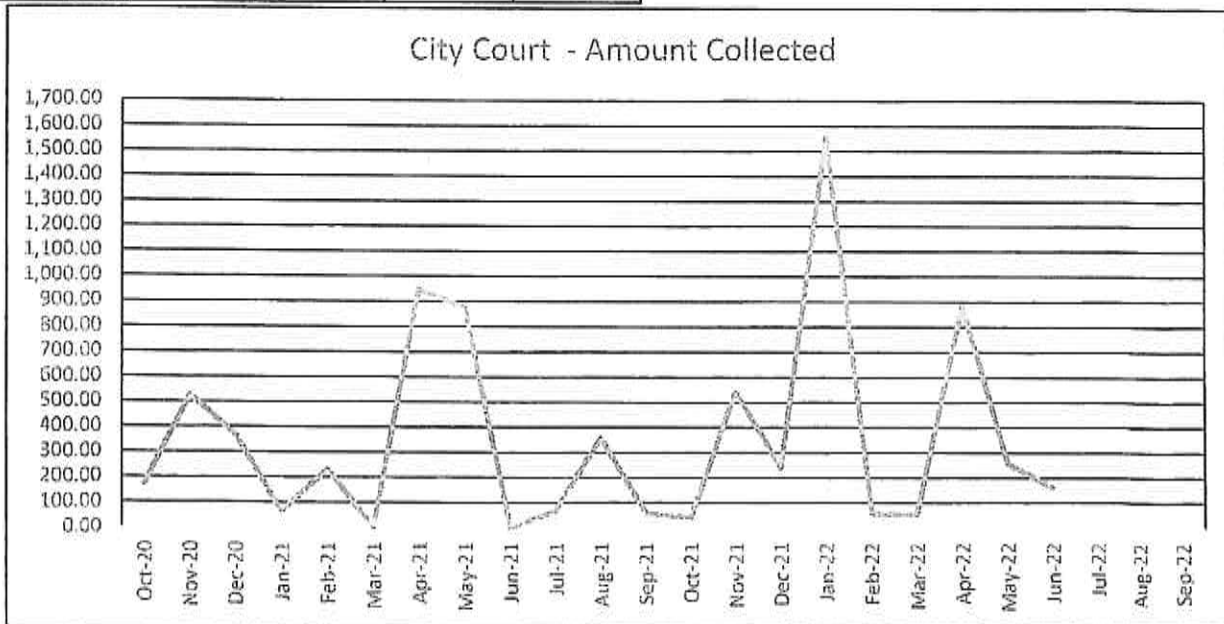
Dick Bauman (Chair) | Rob Kersch | Joseph Callahan | Gordon Pierson

AS of July 15, 2022

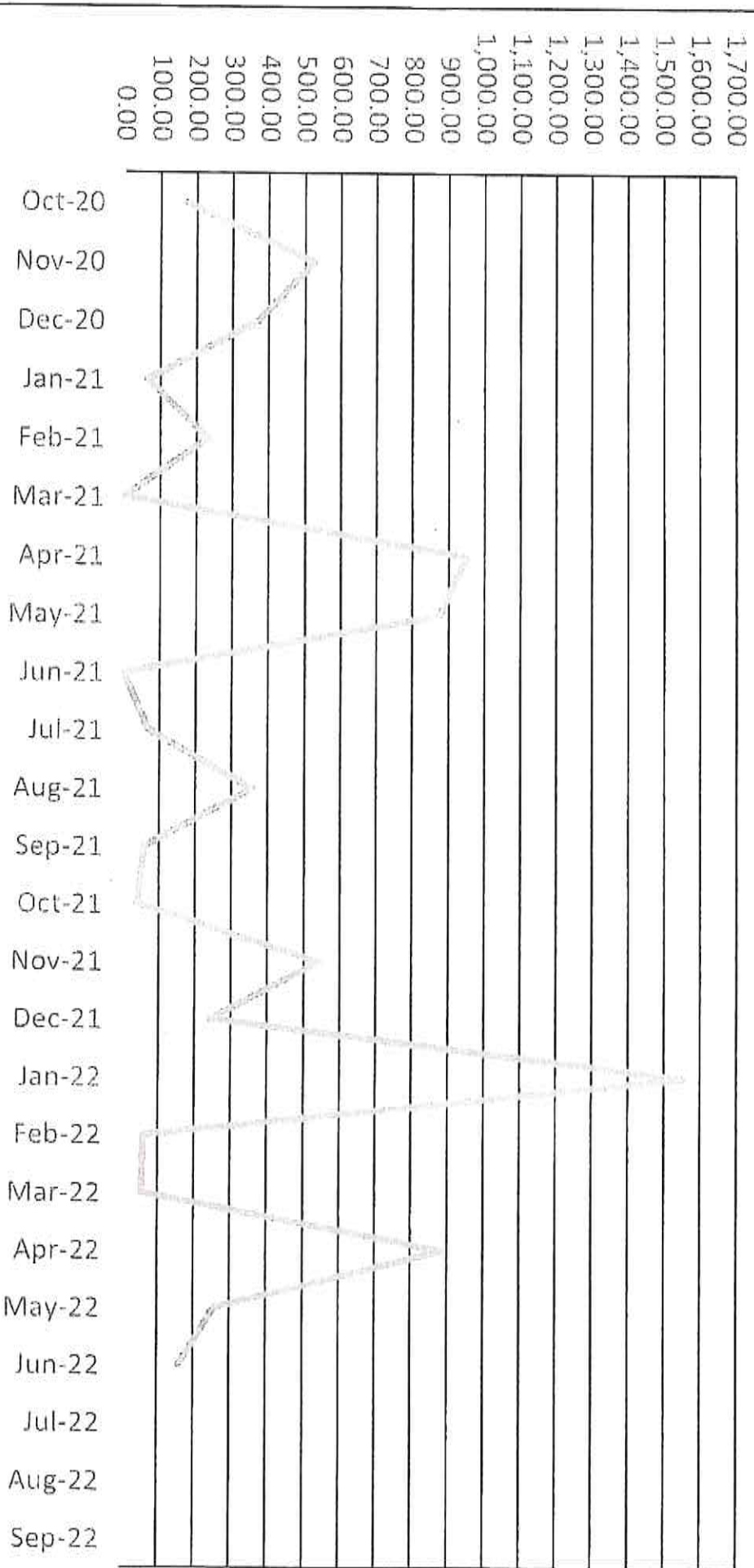
total submitted to Collections
\$120,790.01

Total Collected - \$746.70

Date	Amount Collected			
Oct-20	171.40			
Nov-20	525.01			
Dec-20	368.42			
Jan-21	64.00			
Feb-21	231.83			
Mar-21	0.00			
Apr-21	949.00			
May-21	875.20			
Jun-21	0.15			
Jul-21	69.60			
Aug-21	357.60			
Sep-21	60.00			
Oct-21	40.00			
Nov-21	540.66			
Dec-21	242.00			
Jan-22	1,553.01			
Feb-22	60.00			
Mar-22	56.00			
Apr-22	886.50			
May-22	256.32			
Jun-22	160.00			
Jul-22				
Aug-22				
Sep-22				



City Court - Amount Collected





PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 10/01/20

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
09/24/20	[REDACTED]	TK 10-1886191	GARNISHMENT PAYMENT	TAX	\$2,010.75	\$214.25	\$42.85	\$171.40
Total						\$214.25	\$42.85	\$171.40

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$214.25
 Less Commission Earned on Collections \$42.85

Client Return on Agency Collections \$171.40

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$171.40
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$171.40

Please find enclosed our check for \$171.40

Client Number: 2905
 Statement Summary Date: 11/01/20

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
10/29/20	[REDACTED]	TK 2016-51	VISA/MC	PIF	\$0.00	\$231.25	\$46.25	\$185.00
10/09/20	[REDACTED]	TK 10-1886191	GARNISHMENT PAYMENT	TAX	\$1,781.57	\$229.18	\$45.84	\$183.34
10/22/20	[REDACTED]	TK 10-1886191	GARNISHMENT PAYMENT	TAX	\$1,585.73	\$195.84	\$39.17	\$156.67
Total						\$656.27	\$131.26	\$525.01

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$656.27
Less Commission Earned on Collections	<u>\$131.26</u>
Client Return on Agency Collections	\$525.01
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$525.01
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$525.01

Please find enclosed our check for **\$525.01**

Client Number: 2905
 Statement Summary Date: 12/01/20

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
11/02/20	[REDACTED]	HA TK 2018-193	VISA/MC	ACT	\$1,213.75	\$80.00	\$16.00	\$64.00
11/05/20	[REDACTED]	TK 10-1886191	GARNISHMENT PAYMENT	TAX	\$1,377.05	\$208.68	\$41.74	\$166.94
11/25/20	[REDACTED]	TK 10-1886191	GARNISHMENT PAYMENT	TAX	\$1,205.20	\$171.85	\$34.37	\$137.48
Total						\$460.53	\$92.11	\$368.42

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$460.53
 Less Commission Earned on Collections \$92.11

Client Return on Agency Collections \$368.42

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$368.42
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$368.42

Please find enclosed our check for **\$368.42**



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 03/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
02/02/21	[REDACTED]	HA TK 2018-193	VISA/MC	ACT	\$973.75	\$80.00	\$16.00	\$64.00
Total						\$80.00	\$16.00	\$64.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$80.00
 Less Commission Earned on Collections \$16.00

Client Return on Agency Collections \$64.00

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$64.00
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$64.00

Please find enclosed our check for \$64.00

Client Number: 2905
 Statement Summary Date: 02/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
01/01/21	[REDACTED]	HA TK 2018-193	VISA/MC	ACT	\$1,053.75	\$80.00	\$16.00	\$64.00
01/07/21	[REDACTED]	TK 2017-263	GARNISHMENT PAYMENT	GAR	\$775.00	\$68.75	\$13.75	\$55.00
01/21/21	[REDACTED]	TK 2017-263	GARNISHMENT PAYMENT	GAR	\$759.44	\$15.56	\$3.11	\$12.45
01/28/21	[REDACTED]	TK 2017-263	GARNISHMENT PAYMENT	GAR	\$736.59	\$22.85	\$4.57	\$18.28
01/28/21	[REDACTED]	TK 2017-263	GARNISHMENT PAYMENT	GAR	\$633.97	\$102.62	\$20.52	\$82.10
Total						\$289.78	\$57.95	\$231.83

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$289.78
Less Commission Earned on Collections	<u>\$57.95</u>
Client Return on Agency Collections	\$231.83
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$231.83
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$231.83

ase find enclosed our check for \$231.83

Client Number: 2905
 Statement Summary Date: 04/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
03/25/21	[REDACTED]	TK-2017-131	VISA/MC	PIF	\$0.00	\$606.25	\$121.25	\$485.00 ✓
03/19/21	[REDACTED]	TK2017-159	Settlement amount to	PIF	\$0.00	\$400.00	\$0.00	\$400.00 ✓
03/02/21	[REDACTED]	HA TK 2018-193	VISA/MC	ACT	\$893.75	\$80.00	\$16.00	\$64.00 ✓
Total						\$1,086.25	\$137.25	\$949.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$1,086.25
Less Commission Earned on Collections	<u>\$137.25</u>
Client Return on Agency Collections	\$949.00
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$949.00
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$949.00

Please find enclosed our check for **\$949.00**

Client Number: 2905
 Statement Summary Date: 05/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
04/15/21	[REDACTED]	TK 2007-334	TAX LEVY PAYMENT	PIF	\$0.00	\$790.00	\$158.00	\$632.00 ✓
04/22/21	[REDACTED]	TK 2016-255	TAX LEVY PAYMENT	ACT	\$1,283.50	\$304.00	\$60.80	\$243.20
Total						\$1,094.00	\$218.80	\$875.20

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$1,094.00
Less Commission Earned on Collections	<u>\$218.80</u>
Client Return on Agency Collections	\$875.20
 Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
 Client Return on Agency Collections	\$875.20
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$875.20

Please find enclosed our check for \$875.20



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 06/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
05/20/21	[REDACTED]	TK 2015-7	GARNISHMENT PAYMENT	GAR	\$1,518.56	\$0.19	\$0.04	\$0.15
Total						\$0.19	\$0.04	\$0.15

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$0.19
 Less Commission Earned on Collections \$0.04

Client Return on Agency Collections \$0.15

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$0.15
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$0.15

Please find enclosed our check for \$0.15



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 07/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
06/17/21	[REDACTED]	TK 2018-240	GARNISHMENT PAYMENT	GAR	\$456.75	\$87.00	\$17.40	\$69.60
Total						\$87.00	\$17.40	\$69.60

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$87.00
 Less Commission Earned on Collections \$17.40

Client Return on Agency Collections \$69.60

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$69.60
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$69.60

Please find enclosed our check for \$69.60



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 08/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
07/08/21	[REDACTED]	TK 2019-256	TAX LEVY PAYMENT	DIS	\$396.75	\$397.00	\$75.40	\$317.60
07/02/21	[REDACTED]	TK-16-272	VISA/MC	ACT	\$446.25	\$25.00	\$5.00	\$20.00
07/20/21	[REDACTED]	TK-16-272	VISA/MC	ACT	\$421.25	\$25.00	\$5.00	\$20.00
Total						\$447.00	\$89.40	\$357.60

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$ 447.00
Less Commission Earned on Collections	<u>\$ 89.40</u>
Client Return on Agency Collections	\$ 357.60
 Amount Collected by Client	
Less Your Return on Client Collections	<u>\$ 0.00</u>
Agency Fee on Client Collections	\$ 0.00
 Client Return on Agency Collections	\$ 357.60
Agency fee on Client Collections	\$ 0.00
Less balance forward	<u>\$ 0.00</u>
Net Balance	\$ 357.60

Please find enclosed our check for **\$357.60**



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 09/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
08/02/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$396.25	\$25.00	\$5.00	\$20.00
08/16/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$371.25	\$25.00	\$5.00	\$20.00
08/31/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$346.25	\$25.00	\$5.00	\$20.00
Total						\$75.00	\$15.00	\$60.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$75.00
Less Commission Earned on Collections	<u>\$15.00</u>
Client Return on Agency Collections	\$60.00
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$60.00
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$60.00

Please find enclosed our check for **\$60.00**



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 10/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
09/13/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$321.25	\$25.00	\$5.00	\$20.00
09/27/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$296.25	\$25.00	\$5.00	\$20.00
Total						\$50.00	\$10.00	\$40.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$50.00
Less Commission Earned on Collections	<u>\$10.00</u>
Client Return on Agency Collections	\$40.00
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$40.00
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$40.00

Please find enclosed our check for \$40.00

Client Number: 2905
 Statement Summary Date: 11/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
10/14/21	[REDACTED]	TK 2018-240	GARNISHMENT PAYMENT	GAR	\$253.00	\$203.75	\$40.75	\$163.00 ✓
10/07/21	[REDACTED]	TK 2018-128	GARNISHMENT PAYMENT	PIF	\$0.00	\$188.02	\$37.60	\$150.42 ✓
10/21/21	[REDACTED]	TK 2018-128	GARNISHMENT PAYMENT	PIF	\$0.00	\$234.05	\$46.81	\$187.24 ✓
10/11/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$271.25	\$25.00	\$5.00	\$20.00
10/25/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$246.25	\$25.00	\$5.00	\$20.00
Total						\$675.82	\$135.16	\$540.66

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$675.82
Less Commission Earned on Collections	<u>\$135.16</u>
Client Return on Agency Collections	\$540.66
 Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
 Client Return on Agency Collections	\$540.66
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
 Net Balance	\$540.66

Please find enclosed our check for **\$540.66**



PO Box 2898
 Missoula, MT 59806
 406-541-3993
 406-541-3991
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 12/01/21

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
11/04/21	[REDACTED]	TK 2018-240	GARNISHMENT PAYMENT	PIF	\$0.00	\$203.75	\$40.75	\$163.00
11/18/21	[REDACTED]	TK 2018-240	GARNISHMENT PAYMENT	PIF	\$0.00	\$49.25	\$9.85	\$39.40
11/08/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$221.25	\$25.00	\$5.00	\$20.00
11/22/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$196.25	\$25.00	\$5.00	\$20.00
Total						\$303.00	\$60.60	\$242.40

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$303.00
Less Commission Earned on Collections	<u>\$60.60</u>
Client Return on Agency Collections	\$242.40
 Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
 Client Return on Agency Collections	\$242.40
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$242.40

Please find enclosed our check for \$242.40

Client Number: 2905
Statement Summary Date: 01/01/22

DEER LODGE CITY COURT
STEPHANIE JOHNS - DEPUTY CLERK
409 MISSOURI AVE
DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
12/09/21	[REDACTED]	HA TK 2018-193	GARNISHMENT PAYMENT	PIF	\$0.00	\$300.17	\$60.03	\$240.14
12/16/21	[REDACTED]	HA TK 2018-193	GARNISHMENT PAYMENT	PIF	\$0.00	\$338.51	\$67.70	\$270.81
12/30/21	[REDACTED]	HA TK 2018-193	GARNISHMENT PAYMENT	PIF	\$0.00	\$255.07	\$51.01	\$204.06
12/13/21	[REDACTED]	TK-2020-67	Payment by check	ACT	\$4,285.67	\$10.00	\$2.00	\$8.00
12/08/21	[REDACTED]	TK-2019-65	VISA/MC	PIF	\$0.00	\$987.50	\$197.50	\$790.00
12/06/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$171.25	\$25.00	\$5.00	\$20.00
12/20/21	[REDACTED]	TK-16-272	ACH Payment	ACT	\$146.25	\$25.00	\$5.00	\$20.00
Total						\$1,941.25	\$388.24	\$1,553.01

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$1,941.25
Less Commission Earned on Collections \$388.24

Client Return on Agency Collections \$1,553.01

Amount Collected by Client
Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$1,553.01
Agency fee on Client Collections \$0.00
Less balance forward \$0.00

Net Balance \$1,553.01

Please find enclosed our check for \$1,553.01

Client Number: 2905
 Statement Summary Date: 02/01/22

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE, Ste. 205
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
01/04/22	[REDACTED]	TK-16-272	ACH Payment	ACT	\$121.25	\$25.00	\$5.00	\$20.00
01/18/22	[REDACTED]	TK-16-272	ACH Payment	ACT	\$96.25	\$25.00	\$5.00	\$20.00
01/31/22	[REDACTED]	TK-16-272	ACH Payment	ACT	\$71.25	\$25.00	\$5.00	\$20.00
Total						\$75.00	\$15.00	\$60.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$75.00
Less Commission Earned on Collections	<u>\$15.00</u>
Client Return on Agency Collections	\$60.00
 Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
 Client Return on Agency Collections	\$60.00
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$60.00

Please find enclosed our check for \$60.00



P.O. Box 2898
 Missoula, MT 59806
 406-541-3993
 406-578-3208
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 03/01/22

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE, Ste. 205
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
02/14/22	[REDACTED]	TK-2020-67	Payment by check	ACT	\$4,265.67	\$20.00	\$4.00	\$16.00 ✓
02/14/22	[REDACTED]	TK-16-272	ACH Payment	PIF	\$0.00	\$25.00	\$5.00	\$20.00
02/28/22	[REDACTED]	TK-16-272	ACH Payment	PIF	\$0.00	\$25.00	\$5.00	\$20.00
Total						\$70.00	\$14.00	\$56.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$70.00
Less Commission Earned on Collections	<u>\$14.00</u>
Client Return on Agency Collections	\$56.00
Amount Collected by Client	
Less Your Return on Client Collections	<u>\$0.00</u>
Agency Fee on Client Collections	\$0.00
Client Return on Agency Collections	\$56.00
Agency fee on Client Collections	\$0.00
Less balance forward	<u>\$0.00</u>
Net Balance	\$56.00

Please find enclosed our check for **\$56.00**

Client Number: 2905
 Statement Summary Date: 04/01/22

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE, Ste. 205
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
03/18/22	[REDACTED]	TK-2020-10	VISA/MC	ACT	\$775.00	\$100.00	\$20.00	\$80.00
03/04/22	[REDACTED]	TK 2010-86	GARNISHMENT PAYMENT	GAR	\$1,823.20	\$215.75	\$43.15	\$172.60
03/10/22	[REDACTED]	TK 2010-86	GARNISHMENT PAYMENT	GAR	\$1,661.17	\$162.03	\$32.41	\$129.62
03/24/22	[REDACTED]	TK 2010-86	GARNISHMENT PAYMENT	GAR	\$1,474.94	\$186.23	\$37.25	\$148.98
03/14/22	[REDACTED]	TK-16-272	ACH Payment	PIF	\$0.00	\$21.25	\$4.25	\$17.00
03/24/22	[REDACTED]	TK 2015-32	TAX LEVY PAYMENT	ACT	\$245.75	\$423.00	\$84.60	\$338.40
Total						\$1,108.26	\$221.66	\$886.60

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$1,108.26
 Less Commission Earned on Collections \$221.66

Client Return on Agency Collections \$886.60

Amount Collected by Client \$0.00
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$886.60
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$886.60

Please find enclosed our check for \$886.60



P.O. Box 2898
 Missoula, MT 59806
 406-541-3993
 406-578-3208
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 05/01/22

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE, Ste. 205
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
04/18/22	██████████	TK-2020-10	VISA/HC	ACT	\$675.00	\$100.00	\$20.00	\$80.00 ✓
04/19/22	██████████	TK 2008-93	Payment by check	FWD	\$2,448.35	\$220.40	\$44.08	\$176.32 ✓
Total						\$320.40	\$64.08	\$256.32

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period	\$ 320.40
Less Commission Earned on Collections	<u>64.08</u>
Client Return on Agency Collections	\$ 256.32
Amount Collected by Client	
Less Your Return on Client Collections	<u>0.00</u>
Agency Fee on Client Collections	\$ 0.00
Client Return on Agency Collections	\$ 256.32
Agency fee on Client Collections	\$ 0.00
Less balance forward	<u>0.00</u>
Net Balance	\$ 256.32

Please find enclosed our check for \$256.32



P.O. Box 2898
 Missoula, MT 59806
 406-541-3993
 406-578-3208
 nwcollectors.com

Client Number: 2905
 Statement Summary Date: 06/01/22

DEER LODGE CITY COURT
 STEPHANIE JOHNS - DEPUTY CLERK
 409 MISSOURI AVE, Ste. 205
 DEER LODGE, MT 59722

Agency Collections

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Agency	Commissions Due Us	Your return on Collections
05/18/22	[REDACTED]	TK-2020-10	VISA/MC	ACT	\$575.00	\$100.00	\$20.00	\$80.00
05/11/22	[REDACTED]	TK 2012-221	VISA/MC	ACT	\$4,120.43	\$100.00	\$20.00	\$80.00
Total						\$200.00	\$40.00	\$160.00

Paid to Client

Date	Debtor Name	Acct#	Payment Method	Status	Balance	Paid to Client	Commissions Due Us	Your return on Collections
No Payments collected directly by Client for this period!								
Total								

Amount collected by Agency this period \$200.00
 Less Commission Earned on Collections \$40.00

Client Return on Agency Collections \$160.00

Amount Collected by Client
 Less Your Return on Client Collections \$0.00

Agency Fee on Client Collections \$0.00

Client Return on Agency Collections \$160.00
 Agency fee on Client Collections \$0.00
 Less balance forward \$0.00

Net Balance \$160.00

Please find enclosed our check for \$160.00

Organization Name	Applicant	Entity Type	Organization Address	Request	Justification	In-Project Appropriateness	Investigation	Justification	Addressing Uniqueness	Revised Amount	Additional Information Provided (if needed)	Final Amt Recommended
Big Sky Draft Horse Expo	David Mahrman	2018-83	PO Box 21, Deer Lodge, MT 59722	Replacement cost of panels which were used for animal and spectator safety in Expo event.	Yes	3200 show cancelled, lack of revenue.	None	3200 show cancelled, lack of revenue.	Proof of lack of 2020 revenue. Verify ability to do to provide complete application.	Yes	US 301 routes are critical, access to show.	\$1,000.00
Browning Bison Books	Nancy Avey	Business	305 Main St, Deer Lodge, MT 59722	Self-employed in town of building.	Yes	None	None	None	US 301 routes are critical, access to show.	Yes	US 301 routes are critical, access to show.	\$500.00
Teresa's Maize Attraction	Maize Jeff/Teresa Lamborn	Business	253 Main St, Deer Lodge, MT 59722	Self-employed in town of building.	Yes	None	None	None	US 301 routes are critical, access to show.	Yes	US 301 routes are critical, access to show.	\$5,000.00
Montana Made	Nancy Avey/Rachel Jenkins	Business	517 Main St, Deer Lodge, MT 59722	Self-employed in town of building.	Yes	None	None	None	US 301 routes are critical, access to show.	Yes	US 301 routes are critical, access to show.	\$500.00
Cutler Brothers Theatre	Molly Lyler	Business	400 Main St, Deer Lodge, MT 59722	Upgrade existing stage, new seats and rigging.	No	Lack of ticket revenue in 2020 due to cancelled performances.	None	None	Other projects made for grant payment or provide for reimbursement.	Yes	None	\$1,000.00
Deer Lodge Art Club	Carly Hillman	521PHE	825 Main St, Deer Lodge, MT 59722	Square this	Yes	Lack of revenue from gallery, closing and lower tourists.	None	None	None	Yes	None	\$1,000.00
Deer Lodge Liquor Store	Mary Kula	Business	303 Main St, Deer Lodge, MT 59722	Energy efficient air conditioner and lighting.	Yes	None	None	None	Justification of decreased revenues and increased costs.	Yes	None	\$1,000.00
Deer Lodge Woman's Club	Wendy Schow	5234H1	801 Main St, Deer Lodge, MT 59722	Relief of tractor house foundation and parking in driveway.	Yes	Income is down due to 2020, which periodically closed during COVID.	None	None	Proof of lack of 2020-21 revenue.	Yes	None	\$1,000.00
Deer Lodge BIPOE Elks Lodge	David Bode	5234H1	250 Main St, Deer Lodge, MT 59722	25 Biweekly building repair items	Yes	Fallen are used for landscaping events, and repair tables. Charitable work for members and visitors.	None	None	Proof of lack of 2020-21 revenue.	Yes	None	\$1,000.00
Grace Baptist Church	Marci Kaucher	Church	PO Box 88, Deer Lodge, MT 59722	Revenue used for a variety of 2020 operating expenses.	Yes	Revenue decline and lost income as a result of COVID. Reduced for repairs.	None	None	Proof of lack of 2020 donations.	Yes	None	\$1,000.00
Harely Able Logging/Excavating	James Blum	Business	112 Main St, Deer Lodge, MT 59722	Expense used for increased costs of fuel and parts.	Yes	Revenue decline and lost income as a result of COVID. Reduced for repairs.	None	None	None	Yes	None	\$1,000.00
Lept Wood	Geoff Neubauer	Business	1106 Main St, Deer Lodge, MT 59722	Wagon, transportation, utilities, supplies, tools, materials.	Yes	Business has been closed for 2020 due to COVID.	None	None	Phrasing year can return to gross 101.	Yes	None	\$1,000.00
Jay's Small Engine Repair	Jay Wood	Business	505 Main St, Deer Lodge, MT 59722	New cabinet, repair equipment, business vehicle maintenance, outdoor, indoor, and electrical.	Yes	Increased costs required business to absorb costs to not increase prices. Unable to absorb costs due to COVID.	None	None	Proof of increased costs and inability to complete business.	Yes	None	\$1,000.00
Powell County Public Transit/ Council on Aging	Brandi Schow	Demestic Nonprofit Corporation	429 Main St, Deer Lodge, MT 59722	Reduced revenue for a variety of 2020 operating expenses.	Yes	Revenue decline and lost income as a result of COVID. Reduced for repairs.	None	None	Proof of lack of 2020 donations.	Yes	None	\$1,000.00
Precision Garage Door	Miles Moss	Business	171 First Street East, Deer Lodge, MT 59722	Expense used for material, shipping, and fuel costs. Reduced revenue over 50%. Declines from lost from 3 weeks to 4 months, losing business.	Yes	None	None	None	None	Yes	None	\$1,000.00
R & C Home Improvement	Jessica Wiegand	Business	100 Milwaukee Ave, Deer Lodge, MT 59722	New tool inventory to help market new building along with other projects. One park approved to pay expenses and meet measurement.	Yes	Drop in business created a need to work on infrastructure projects. Regular loss profits, and hard to cover.	None	None	Provide proof of decreased business sales due to COVID.	Yes	None	\$1,000.00
RASS Trailer	Jay Wiegand	Business	PO Box 674, Deer Lodge, MT 59722	New 4000's setup for 400's training horses in 12 part program.	Yes	None	None	None	Provide complete application, proof of other projects or non-profit status, and justification of COVID funding.	Yes	None	\$1,000.00
Health Community Theatre, Inc	Steve Owen	5218E35	PO Box 674, Deer Lodge, MT 59722	Replacement for COVID-related expenses: keep cash on hand and supplies, limiting supplies, limiting work.	Yes	Expenses required to stay open and keep patrons and staff safe. Provided revenue of costs.	None	None	None	Yes	None	\$1,000.00
Snow White Construction	Daddy Larky	Business	928 Main St, Deer Lodge, MT 59722	Expense used for fuel, parts, other expenses. Replacement of decreased revenue due to COVID.	Yes	Revenue has decreased and costs have increased due to COVID. Provided two-year tax comparison sheet.	None	None	None	Yes	None	\$1,000.00
Deer Lodge Valley Funds	Jan Brewer	Business	711 Main St, Deer Lodge, MT 59722	87' x 30' Programmable LED sign for advertising and displaying upcoming local events.	Yes	Refutation and product discounts has closed prices up. Sign would advertise aggressive pricing to bring people in, as well as provide advertisement for community needs.	None	None	None	Yes	None	\$1,000.00
Deer Lodge Assembly	David Baker	Leisure	611 Main St, Deer Lodge, MT 59722	In ground portable system.	Yes	Increased costs during COVID from loss of training services, fuel, and other safety materials.	None	None	Costs of items wanted manufactured for.	Yes	None	\$1,000.00
Montana Made - The Lillepaud Boutique	Rachel Jenkins	Business	507 Main St, Deer Lodge, MT 59722	Expand flower arrangement offer.	Yes	Operates in month before COVID, which reduced demand. Sales to go to competitors to stay because it's a new business. Lead all ways for this year during COVID.	None	None	None	Yes	None	\$1,000.00
Montana Music Company	Michael Avey	Business	427 Main St, Deer Lodge, MT 59722	Help with monthly rent, utilities and inventory repairs. Replacement of lost revenue from lost events. Help with other expenses.	Yes	Loss of ticket sales, equipment loss, and other expenses. Increased costs during COVID from loss of training services, fuel, and other safety materials.	None	None	None	Yes	None	\$1,000.00
Discover Deer Lodge	Sarahanna Thomas	5218E35	PO Box 352, Deer Lodge, MT 59722	Covering costs of required and unanticipated activities. Replacement for 500 Main St location office.	Yes	Original amount of required and unanticipated activities. Revenue is lost. Loss of revenue from lack of events in 2020-21 equating \$45.10.	None	None	None	Yes	None	\$1,000.00

TOTAL FUNDING \$50,000.00

Quote prepared on:

August 18, 2022

Quote prepared by:

Jodi Hartz

jodi.hartz@centralsquare.com

Quote #: Q-108374**Primary Quoted Solution:** PSJ Pro**Quote Title:** Deer Lodge Police, MT

- 6 Mobile Printer Packages

Quote expires on: October 31, 2022**Quote prepared for:**

George Smith

Deer Lodge Police Department

300 Main St

Deer Lodge, MT 59722

(406) 533-5784

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. Mobile Printer Package (Zebra) Hardware	6	896.00	5,376.00
2. Shipping & Handling - 6 Mobile Printer Packages	1	161.28	161.28
		Hardware Total	5,537.28 USD

QUOTE SUMMARY

Hardware Subtotal 5,537.28 USD

Quote Subtotal 5,537.28 USD

Quote Total **5,537.28 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Deer Lodge Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

Quote #: Q-107710**Primary Quoted Solution:** PSJ Pro**Quote Title:** Deer Lodge Police, MT - (6)

eCitations, Mobile Records, NCIC

Quote expires on: October 31, 2022**Quote prepared for:**

George Smith

Deer Lodge Police Department

300 Main St

Deer Lodge, MT 59722

(406) 533-5784

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	1,472.50
2.	Mobile PS Pro eCitations Annual Subscription Fee	6	103.08	618.48
3.	Mobile PS Pro NCIC Annual Subscription Fee	6	0.00	0.00
4.	Mobile PS Pro Records Annual Subscription Fee	6	279.78	1,678.68
5.	PS Pro Additional Agency CJDN/NCIC Interface Annual Subscription Fee	1	232.76	232.76
6.	Records PS Pro eCitations Annual Subscription Fee	1	1,473.00	1,473.00
7.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,473.00	1,473.00
			Software Total	6,948.42 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	390.00
2.	Public Safety Technical Services - Fixed Fee	585.00
3.	Public Safety Training Services - Fixed Fee	3,900.00
	Services Total	4,875.00 USD

QUOTE SUMMARY

Software Subtotal	6,948.42 USD
Services Subtotal	4,875.00 USD
Quote Subtotal	11,823.42 USD
Quote Total	11,823.42 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,948.42

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Deer Lodge Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

EXHIBIT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Summary of Services

Project: Deer Lodge Police, MT, Add eCitations, Mobile Records, NCIC (6) – Q-107710.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

Deer Lodge Police, MT is adding six (6) Mobile PS Pro Licenses including Pro Mobile Core, NCIC Queries, Mobile Pro eCitations and Pro Mobile Records. The agency will also receive configuration and training for each.

Mobile Core	<ul style="list-style-type: none">Grants access to the CentralSquare Mobile application	
Mobile NCIC	<ul style="list-style-type: none">NCIC queries	
Mobile eCitations	<ul style="list-style-type: none">Off-line operationDriver's license and vehicle registration scanningAutomated NCIC driver's license and registration queries	<ul style="list-style-type: none">Prefill from NCIC return (for agency State only)Paper ticket creation and printingCase report association
Mobile Records	<ul style="list-style-type: none">CasesWarrants	<ul style="list-style-type: none">Master index access (including mug shots and alerts)



Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Cyndi Thompson

From: George Smith
Sent: Monday, August 22, 2022 10:16 AM
To: Cyndi Thompson; Jordan Green
Subject: Finance Committee

Follow Up Flag: Follow up
Flag Status: Flagged

Can I get on the Finance Committee to discuss Ron Slauson's raise?

Ron's start date was August 26, 2022. I would like to move Ron to the pay level of a certified officer (from \$20.55/hr. to \$21.55/hr.) He has excelled through his training and has the time to be certified. Due to no fault of his own Ron has not been able to attend the academy yet. He has received two on the job injuries that have prevented him from attending. He is now recovered and will attend the January class. Ron has exceeded the expectations of a new officer. He is now certified to teach less lethal weapons use and also defensive tactics. Ron donates 1.5 to 2 hours a week working with local law enforcement officers on defensive tactics. Ron works the night shift often alone and I am confident in his abilities to handle any and all situations that arise.

Chief George Smith
City of Deer Lodge Police Department
300 Main St
Deer Lodge, Mt 59722
Phone 406-846-9585
Fax 406-846-2500

AGREEMENT

By and between

TEAMSTERS UNION LOCAL NO. 2

And

CITY OF DEER LODGE

(CLERICAL)

TERM: OCTOBER 2021- JUNE 30, 2023

TABLE OF CONTENTS

ARTICLE #	TITLE	PAGE #
1	JURISDICTION	3
2	WAGE SCALE	4
	LONGEVITY	4
	JOB ENHANCEMENT	4
	HEALTH & WELFARE	4
	HRA PLAN	6
3	WORKING CONDITIONS	6
4	PROTECTION OF RIGHTS	7
5	VACATIONS	7
6	HOLIDAYS	7
7	SICK LEAVE	8
8	GRIEVANCE PROCEDURE	9
9	PAYDAYS	10
10	UNION SECURITY	10
11	CHECK-OFF	10
12	PENSION	10
13	SAVINGS CLAUSE	11
14	TERM OF AGREEMENT	12

AGREEMENT
By and between
TEAMSTERS UNION, LOCAL #2
And
CITY OF DEER LODGE

This Agreement made and entered into this _____ day of _____ **2021**, at Deer Lodge, Montana, by and between the City of Deer Lodge, State of Montana, a body politic and corporate & political subdivision of the State of Montana hereinafter referred to as "EMPLOYER ", and TEAMSTERS UNION, LOCAL #2, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "UNION", WITNESSETH:

WHEREAS, the parties hereto have reached an Agreement concerning standards of hours of labor, rates of pay and other conditions of employment as a result of collective bargaining and for the purpose of facilitating the peaceful adjustment of conditions that may arise from time to time, and to promote harmony and efficiency to the end that the Union, the Employer, and the general public may mutually benefit:

NOW, THEREFORE: in consideration of the mutual performance in good faith by both parties to the AGREEMENT, it is hereby agreed by and between said parties as follows:

ARTICLE 1: JURISDICTION

1. This Union shall have jurisdiction over the city clerk and utility billing clerk for the City of Deer Lodge, Montana.
2. All work coming under the above jurisdiction of the Union will be performed by Teamsters; however, emergency work only may be done by another City employee under normal hours only, as authorized by the Mayor. (An emergency is defined as an unforeseen situation or event that calls for immediate action). As used herein, the term "employee" means an employee who is a bargaining unit member covered by this Agreement.

ARTICLE 2: WAGE SCALE AND BENEFITS

CLASSIFICATION	BASE RATE OF PAY	
	EFFECTIVE 7/1/21	EFFECTIVE 7/1/22
City Clerk	\$ 34,278/year	\$ 35,306/year
Utility Billing Clerk	\$ 32,800/year	\$ 33,784/year

SECTION B: LONGEVITY

Effective starting July 1, 2022 forward, employees who attain two (2) years of continuous service from their starting date, the Employer agrees to increase the full-time employees' wages by one percent (1%) per hour and part-time employees' wages by one-half percent (0.5%) per hour. This increase will be added to the base wage for each two (2) years of service (in the appropriate category, i.e. full-time or part-time) thereafter.

SECTION C: JOB ENHANCEMENT -

1. Any employee who has required certified skills and has achieved certification for said skills, or is required to have additional job responsibilities, including being a notary or management of other city employees, will receive a three percent (3%) increase per hour to his/her base wage. Up to three (3) increases will be allowed per employee for certified skills and extra job responsibilities.

SECTION D: HEALTH & WELFARE

1. For the purpose of providing Health and Welfare benefits for employees, the Employer shall provide a plan of insurance to cover employees under this Agreement through the Montana Municipal Insurance Authority, known hereafter as the "MMIA".
2. The MMIA Plan, designated as the Bridger Health Insurance with Prescription Drug Card Program, with MMIA Dental Plan A, MMIA Vision Plan A and Level III Life and Accidental Death Plan (collectively the "Plan") shall be offered by the employer to each employee covered by this Agreement if the employee is eligible for benefits under the Plan or if the employee shall become eligible for such benefits during the term of this Agreement. Employees may elect either to participate or not participate in such coverage and shall designate his/her choice by a written and signed election upon beginning of employment. The City Treasurer shall retain the written election in the employee's personnel file. The employee may change such election in writing during his or her employment pursuant to the rules established by MMIA but only after a signed copy authorizing the change is provided to

- the City Treasurer.
3. Effective October 1, 2021, or such later date as is necessary to enroll employees under the Plan, the Employer agrees to pay for "employees only coverage" under such Plan, but the employees may add other eligible dependents to the Plan at the employee's cost.
 4. The Employer will pay any increases in premiums for the employee coverage under the Plan. Premium increases due from employees shall be paid by a reduction of wages of the participating employee. The Employer shall, upon receipt of a signed authorization by the employee, deduct the employee's share of the premium increase from the earnings of such employee in each pay period and forward the same by the due date. Notification of all premium increases shall be given to the Employer and employee by MMIA not later than 30 days prior to the first pay period in which the Employer is required to deduct employee contributions.
 5. Limitations on Employer's Responsibilities for Group Health Insurance:
 - a. The Employer shall not be required to contribute sums over and above the amounts specified in paragraphs 2, 3 and 4 for the Group Health Insurance coverage described above unless the Employer specifically agrees to increase such Employer contributions in writing.
 - b. The payment of accrued sick leave and vacation leave at or after termination or layoff of an employee shall not constitute "active" work. Thus, payment of leave accruals shall not be grounds for assessing an additional premium for insurance against the Employer when the employee receives payment for accrued leave, unless the employee is then actively employed.
 - c. If an employee is injured on the job any time during the month, one monthly insurance premium for the month of the injury will be paid by the Employer on his/her behalf.
 - d. The Employer cannot accept an employee's verbal direction to discontinue his/her insurance unless the employee obtains and gives to the City Clerk a written signed and dated waiver of the insurance coverage.
 - e. An employee becomes eligible for insurance in accordance with MMIA's requirements.
 - f. The effective date of coverage for an employee hired to begin work mid-month will be on the first day of the month after he/she becomes subject to this Collective Bargaining Agreement.
 - g. If an employee is classified as short-term, temporary, seasonal, or is a student, he or she is not eligible for the insurance even if such employee works over 80 hours per month during such temporary period. Full-time or Part-time employees who work over 80 hours per month are the only employees eligible for insurance benefits and Employer contribution.
 6. The Union and the Employer recognize that in order to obtain the Plan coverage from MMIA the Employer committed to coverage through MMIA for at least a five-year period. The

Union and the Employer thus agree that such contractual relationship between the Employer and MMIA may extend beyond the term of this agreement referred to in Article 14 and the choice of health insurance provider will not be subject to renegotiation for the next five years.

SECTION E: HEALTH REIMBURSEMENT ACCOUNT

1. The Employer agrees to contribute \$102.00 per month per employee covered by this Agreement to the Montana Teamsters-Contractors/Employers Trust Health Care Reimbursement Plan ("HRA Plan") which the employees may utilize for eligible expenses under the HRA Plan. The only employees for whom the Employer is obligated to make such contribution are the employees covered by this Agreement (which is two employees at the time of the signing of this Agreement). An account shall be set up for each of these employees in the HRA Plan. Each employee is responsible to notify the HRA Plan administrator and the Employer in writing of the date an employee or an employee's dependent become eligible under the HRA Plan or becomes ineligible under the HRA Plan or any other "Qualifying Event" under the HRA Plan. The only responsibility of the Employer with regard to the HRA Plan is the payment of the \$102.00 per full-time employee per month during the term of this Agreement and providing notices of eligibility or ineligibility to the HRA Plan administrator.

ARTICLE 3: WORKING CONDITIONS

1. Eight (8) hours shall constitute a shift or day's work and five (5) eight (8) hour days shall constitute a work week. The regular work week shall be Monday through Friday.
2. A fifteen (15) minute coffee break will be granted during the first four (4) hours of the eight (8) hour shift and a fifteen (15) minute coffee break will be granted during the second four (4) hours of the eight (8) hour shift. Employees working an 8-hour shift can take up to a one hour unpaid lunch break.
3. Employees who are required or requested to attend educational training out of Deer Lodge will receive a per-diem allowance in accordance with the State of Montana employee per diem except mileage for own vehicle will be reimbursed. If employees are required to attend classes longer than one (1) day for any reason, he/she will be paid in accordance with the State of Montana per diem for meals and the City will provide lodging.

ARTICLE 4: PROTECTION OF RIGHTS

1. No member of the Union shall be discharged or discriminated against for upholding Union principles, and any member working under the instructions of the Union, or who serves on a Union Committee, shall not lose his position or be discriminated against for that reason.
2. The authorized Business Representative, with credentials of the Union, shall be permitted to visit employees' at all reasonable times.
3. The Employer agrees to maintain reasonable provisions for the safety and health of its employees during the hours of employment and agrees to abide by and maintain standards of sanitation, safety, and health in conformity with State laws and regulations.

ARTICLE 5: VACATIONS

All members of the Union shall be entitled to vacations as follows:

Time Worked	Workday Credit Per Year	Hours per month based on an 8-hour day
1 day through 10 years	15	10
11 years through 15 years	18	12
16 years through 20 years	21	14
21 and over	24	16

1. Employees may use up to ten (10) split days' vacation per year, that means ten (10) days' vacation may be used in one (1) to five (5) day requested periods, provided however, employees must request split days' twenty-four (24) hours in advance and will not be denied unreasonably.
2. One-fourth (1/4) of the employees in each department may elect the same vacation period.
3. Any member of the bargaining unit who now receives a vacation period of more than the minimum vacation provided above, shall be red-circled and shall continue to receive such increased vacation period until they qualify for a greater amount of vacation.
4. Vacations granted during "prime time" shall be limited to a maximum of three (3) weeks at a time. Prime time is defined as the period from Memorial Day to the close of general rifle hunting season.

ARTICLE 6: HOLIDAYS

All employees shall be paid a day's pay at their hourly rate set forth in Section 2 for the following holidays:

- (1) New, Year's Day, January 1
- (2) Martin Luther King Day, third Monday in January
- (3) President's Day, third Monday in February
- (4) Memorial Day, last Monday in May
- (5) Independence Day, July 4

- (6) Juneteenth, June 19
- (7) Labor Day, first Monday in September
- (8) Columbus Day, second Monday in October
- (9) Veteran's Day, November 11
- (10) Thanksgiving Day, fourth Thursday in November
- (11) Day after Thanksgiving
- (12) Christmas Eve Half Day
- (13) Christmas Day, December 25
- (14) New Year's Eve Half Day
- (15) State General Election Day

- a. Employees who work on any of the above listed holidays shall be paid at two and one-half (2-1/2) times their regular hourly rate for all hours worked.
- b. In order to qualify for holiday pay, an employee must work his scheduled day before and scheduled day after a holiday to be eligible for pay.

ARTICLE 7: SICK LEAVE

1. An employee of the City of Deer Lodge shall be granted sick leave with full pay at the rate of one (1) working day for each month of service without restriction to the number of working days he/she may accumulate.
2. He/she may not accrue sick leave during a leave of absence without pay, the duration of which exceeds fifteen (15) days. He/She is entitled to sick leave under the provisions of this act only after being continuously employed for ninety (90) days. Employees shall be entitled to use all sick leave accumulated.
3. Upon separation from service as an employee of the City of Deer Lodge, the employee is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to his accumulated sick leave. The pay attributed to his accumulated sick leave shall be computed on the basis of the employee's salary at the time the sick leave accrued. Accrual of sick leave for the purposes of the lump-sum payment provided for in this sub-section shall begin when this Contract becomes effective and the payment therefore, shall be the responsibility of the City of Deer Lodge, wherein the sick leave accrues. However, no employee forfeits any rights or benefits he has previously accrued with respect to sick leave.
4. An employee of the City of Deer Lodge, who receives a lump-sum payment pursuant to this act and who is again employed by the City of Deer Lodge, may not be credited with any sick leave for which he has previously been compensated.
5. The Department of Administration of the City of Deer Lodge is responsible for the proper administration of sick leave and shall promulgate such rules and regulations as it deems necessary to implement the uniform administration of sick leave and the prevention of its abuse. When promulgated, those rules and regulations are effective as to all employees of the City of Deer Lodge.
6. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment provided for in this.
7. Sick leave may be used when the employee is urgently needed to care for a member of the employee's immediate family who is ill, but not more than three (3) days are granted at one time.

8. The Employer shall grant any Teamster employee three (3) days bereavement leave prior to using sick leave. When there is a death in the immediate family, up to five (5) additional days may be taken from the individual's accrued sick leave and used as additional bereavement leave. Immediate family shall mean only persons related by blood and marriage in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild and spouse's parents, brothers, sisters or grandparents.
9. The Employer may require that any employee taking sick leave for three (3) or more days, submit a written statement from a doctor of medicine (or licensed chiropractor) justifying such absence.
10. Emergency Leave- Emergency leave will be provided without pay as determined by the Mayor.

ARTICLE 8: GRIEVANCE PROCEDURE

1. In the event of any controversy, or complaint concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work, but such controversy shall be treated as a grievance and shall be settled, if possible, by the employee affected and the Employer; in such an instance, the employee may be represented by the Business Representative of the Union or a person delegated by the Union, as a representative of the Union. Any such controversy or grievance must be presented by delegated representatives of either party to the other within ten (10) calendar days following the event giving rise to the grievance. An attempt to settle such grievances shall first be made by conference between the representative of the Employer and the Union. In the event that a satisfactory adjustment cannot be reached between the parties as stated above, the matter in dispute shall be submitted in writing to a Labor-Management Committee as hereinafter provided.
2. Labor-Management Committee. The Employer and the Union shall establish a Joint-Labor Management Committee consisting of two (2) members, one of which shall be Chairman and two (2) alternates appointed by the Employer and two (2) members, one of which shall be Chairman, and two (2) alternates appointed by the Union. The Labor-Management Committee shall formulate rules of procedure to govern the conduct of its proceedings. The Committee shall meet periodically at a time and place established by the Committee. All grievances, disputes or questions of interpretation referred to this Committee, shall be in writing and the Committee shall consider and resolve such issues. No person involved directly in the controversy under consideration, shall be a member of the Labor- Management Committee.

The Labor-Management Committee shall not be vested with the power to change, modify or alter any of the terms of this Contract, but may agree on the interpretation or proper application of operation provisions.

In the event the Labor-Management Committee cannot resolve the matter, a fifth (5th) member shall be selected by the representatives of the Employer and the Union. In the event a fifth (5th) member cannot be agreed upon, the Director of the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names of suitable arbitrators' resident within the State of Montana. Each party shall alternately strike a name from the list presented until one name remains, and that person shall be the fifth (5th) member of the Board of Arbitration.

All grievances submitted must present an arbitral issue under the Contract and shall not depend upon or involve an issue or contention by either party which is contrary to any provision of this Contract, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement

The findings and decisions of the Board of Arbitration on all arbitral questions shall be binding and enforceable on all parties. The expense of the fifth (5th) member of the Board of Arbitration shall be borne equally by the parties to the arbitration. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of such grievance. It is agreed that there shall be no work stoppage or lockouts pending the completion of arbitration.

ARTICLE 9: PAYDAYS

1. If payday falls on Saturday or Sunday, the Friday before will be payday. Sick leave and vacation time will be shown on paychecks four (4) times yearly.

ARTICLE 10: UNION SECURITY

1. Employees not holding membership in the Union at the time of their employment shall make application for Union membership and shall be accepted as a member of the Union within thirty-one (31) days of the date of their employment. All employees who are now, or who may hereafter become members of the Union, shall continue to remain members of the Union as a term and condition of employment. The Union shall abide by all applicable laws.

ARTICLE 11: CHECK OFF

1. The Employer shall, upon receipt of signed authorization by the employees, deduct the established monthly Union dues from the earnings of each and all such employees in the first pay period of each month and forward the same to the Secretary-Treasurer of the Union at Butte, Montana. The Union will not hold the City of Deer Lodge responsible for seasonal employee's dues, after they are laid off in the fall, or during a short period of time, if they are temporarily called back during the off season. It is the employee's responsibility to meet his/her obligation.

ARTICLE 12: PENSION

1. The Employer shall forward to the Western Conference of Teamster's Pension Fund (Pension Fund) the amount of one dollar fifteen cents (\$1.15) per compensable hour of employment, in lieu of wages, for each Bargaining Unit employee. For the first year of the contract. The amount will increase to one dollar thirty cents (\$1.30) in the second year. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month.

2. Contributions forwarded to the Western Conference of Teamster Pension Fund, as set forth in this Agreement, are forwarded under the following conditions:
 - a. The Western Conference of Teamsters Pension Fund asserts that it is a non- contributory plan that will not accept employees' contributions.
 - b. Montana statutes require that all pension plan contributions, other than those made to the Montana Public Employees Retirement System, be employee contributions made in lieu of wages. Therefore, bargaining unit employees' wages shall be reduced by the amount of the pension plan contribution set forth above, and such reduced amount shall not be included as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing taxable income, as long as such computations remain lawful.
 - c. The City of Deer lodge, Montana is a public employer.
 - d. The affected bargaining unit employees have ratified this Agreement. Therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer to authorize deferring a portion of wages to the Western Conference of Teamsters Pension Plan. Failure or refusal of an employee to execute any required forms shall be cause for immediate discharge.
 - e. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has no liabilities under the provisions of the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination from the Western Conference of Teamsters Pension Plan or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R .S. Code as have been made in the past.
 - f. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this Agreement.
3. The Employer shall forward contributions for collection periods consisting as agreed to by it and the Union.
4. This Agreement is premised on the assumption that it is in compliance with Montana statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Agreement is not consonant with such laws, the Employer may terminate this Agreement. However, the parties shall attempt to meet to discuss any problems resulting from terminating this Agreement prior to any such termination by the Employer.

ARTICLE 13: SAVINGS CLAUSE

1. In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated, shall remain in full force and effect, and the parties shall meet as soon as possible to renegotiate substitute provisions for those held invalid.

ARTICLE 14: TERM OF AGREEMENT

1. This Agreement shall become effective October 1, 2021 and shall be binding until June 30, 2023, and shall be considered as renewed from year to year thereafter, unless either the party of the first part, or the party of the second part, shall give written notice to the other of their desire to have the same modified, then such notice must be given at least sixty (60) days prior to the expiration of this Agreement. If such notice is not so given, then this Agreement is to stand as renewed for the following year.

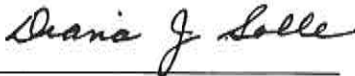
Dated this 5th day of October 2021

TEAMSTERS UNION LOCAL NO. 2

CITY OF DEER LODGE



BUSINESS REPRESENTATIVE



MAYOR



August 9, 2022

Mayor James Jess
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

Subject: Task Order – Business District Striping Plans

Dear Mayor and Members of the Council:

This letter is intended as a request for Task Order approval for Stahly Engineering & Associates to prepare a standard parking layout plan in the City of Deer Lodge Business District.

We request approval of a time and materials task order in the amount of \$3,200.00. If approval is obtained, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to continue to provide services to the City of Deer Lodge.

Sincerely,

Stahly Engineering & Associates, Inc.

Kurt Thomson, PE
Project Manager

NOTICE TO PROCEED

Stahly Engineering & Associates is hereby granted a notice to proceed for the striping plan in the Business District for the City of Deer Lodge:

Owner: City of Deer Lodge
Authorized Signature: _____
Title: Mayor
Date: _____



August 9, 2022

Mayor James Jess
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

Subject: Task Order – Water Modeling for the City of Deer Lodge

Dear Mayor and Members of the Council:

This letter is intended as a request for Task Order approval for Stahly Engineering & Associates to prepare a water model for the City of Deer Lodge. This will include obtaining WaterCad water modeling software (\$4,378.00), intersection elevations for all streets within the City, preparing the water mains and hydrants within the City, and utilizing the software to analyze the City's water system.

We request approval of a time and materials task order in the amount of \$58,000.00. If approval is obtained, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to continue to provide services to the City of Deer Lodge.

Sincerely,

Stahly Engineering & Associates, Inc.

Kurt Thomson, PE
Project Manager

NOTICE TO PROCEED

Stahly Engineering & Associates is hereby granted a notice to proceed for the Water Modeling project for the City of Deer Lodge:

Owner: City of Deer Lodge

Authorized Signature: _____

Title: Mayor

Date: _____



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP22071201-03

To: City of Deer Lodge

Date: August 4, 2022

From: Cade Beeton

Valid: 45 days

Page: 1 of 5

Attn: Trent Freeman

Re: City of Deer Lodge Water System Upgrades

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon discussions with Trent Freeman and the Pre-Engineering Survey performed by In Control in June of 2022. The overall water control system was found to be operational, but in need of upgrades due to much of the equipment being obsolete and difficult to find replacements for. In Control recommends beginning the overall system improvements by replacing the existing SCADA computer, City Hall Control Panel, and control software at all remote sites. All control panel software and SCADA programming will mirror the look and feel of the WWTP SCADA control system.

Secure remote access to the SCADA computer using MFA is included in our separate Automation & Cybersecurity Maintenance Plan proposal.

Proposed Materials and Services

Item 1 - Professional Engineering Services

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration and development of the entire system
- E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up
- F. The entire design including control panel schematics, motor control schematics, instrumentation schematics, and control panel manufacturing will be completed internally with functional testing prior to start up
- G. Electronic drawings will be drafted and submitted for approval. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion

Item 2 - SCADA Computer System Hardware

In Control will furnish and configure the following SCADA Computer System Hardware:

- A. Dell Precision desktop workstation
- B. Dell wired keyboard and laser scroll mouse
- C. Dell wired mouse
- D. (QTY: 2) Dell 24" Ultrasharp Monitor
- E. Dell USB soundbar
- F. Eaton 700VA Online UPS
- G. 8 port desktop Ethernet switch
- H. 4TB, 2 USB external HDD

Item 3 - SCADA System Software

In Control will furnish and configure the following SCADA System Software licenses and programming:

- A. Microsoft Office Professional
- B. SCADA Software - FactoryTalk View SE Station Unlimited Display License
- C. Alarm Software – WIN911 Interactive with 1 year WIN911 Mobile
 - 1. Telephone modem for alarm dialing (City is responsible for phone line)
- D. Report Printer - Inkjet

Item 4 - City Hall Control Panel

In Control will furnish and install the following City Hall Control Panel hardware:

- A. The existing control panel backplate will be replaced with the following:
 - 1. Hoffman 24X20 back panel
 - 2. Allen Bradley CompactLogix PLC
 - 3. Allen Bradley CompactLogix PLC Digital Input/Output Modules
 - 4. Allen Bradley 7" Panelview Touch Screen
 - 5. Uninterruptible Power Supply
 - 6. 4 Channel Hardware Alarm Dialer (City is responsible for phone line)
 - 7. Control Power Surge Protection
 - 8. DC Power Supply, Fuses, Circuit Breakers, Relays, Wiring Terminals

Item 5 - Well 1 RTU

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

Item 6 - Well 2 RTU

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

Item 7 - Water Tank RTU

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

Item 8 - Lift Station

In Control will re-write the existing control programming to work with the new City Hall SCADA system. The existing control hardware including radios and antennas will be re-used.

Proposal Summary

The price for all items above is \$79,829.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

TERMS: 20% upon order, 20% upon submittal, 50% upon equipment shipment, and 10% upon substantial.

Our proposal specifically excludes the following:

- Removal, demolition or disposal of existing wiring, devices or equipment
- Field installation of equipment, enclosures, instrumentation or other products provided
- Fasteners or mounts, wire, raceway or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Shipping costs to locations other than the primary project site.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
 Technical Sales Engineer
 Mobile: 406.661.4795
 Office: 763.783.9500
 E-Mail: cade.beeton@incontrol.net

Jeff Iverson
 Sr Technical Sales Engineer
 Mobile: 612.802.8875
 Office: 763.783.9500 x3001
 E-Mail: jeff.iverson@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP22071201-03

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP22080402-01

To: City of Deer Lodge

Date: August 4, 2022

From: Cade Beeton

Valid: 30 days

Page: 1 of 5

Attn: Trent Freeman

Re: Water System and WWTP Automation & Cybersecurity Service Plan

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above.

Cybersecurity threats have increased in the last 5 years. Hackers have become more sophisticated and are constantly finding ways to compromise systems using techniques such as Phishing, Ransomware, and Credential Theft. In addition, at this moment there is credible intelligence Russia is preparing malicious cyber-attacks against our critical infrastructure as a response to United States' economic sanctions.

One of the most important security measures that should be implemented for any system that allows remote access via the internet is Multi-Factor Authentication (MFA). An example of MFA is using a password together with a code sent to your smartphone to authenticate yourself. Any computer system that has access to the internet can become vulnerable to cyber-attack, but experts agree that implementing a hardware firewall coupled with MFA, firmware updates, and ongoing maintenance support will reduce cyber threats.

In Control has developed an **Automation & Cybersecurity Service Plan** collaborating with WatchGuard, a leader in network security. This Service Plan provides regular inspection, testing, and maintenance of your control system and its cybersecurity defenses.

Implementing the hardware and support features contained in this proposal along with following internal best practices will provide a strong defense to cybersecurity threats.

Relevant Cybersecurity Information Links:

- [Statement by President Biden on our Nation's Cybersecurity \(March 21, 2022\)](#)
- [President's Fact Sheet: Act Now to Protect Against Potential Cyberattacks](#)
- [WaterISAC – \(https://www.waterisac.org/about-us\)](https://www.waterisac.org/about-us)
 - [15 Cybersecurity Fundamentals for Water and Wastewater Utilities](#)
- [Cybersecurity & Infrastructure Security Agency – Shields Up](#)

Proposed Materials and Services

Item 1 - Cybersecurity Defense – Configured Firewall Hardware

In Control will add MFA and Total Security Suite functionality to the Hardware Firewall supplied with the WTP SCADA upgrade project. We will furnish and configure a new Hardware Firewall for the WWTP.

- A. City Hall – WatchGuard Firebox T-20 – MFA and Total Security Suite Configuration only
- B. WWTP – WatchGuard Firebox T-20

Item 2 - Automation & Cybersecurity Service Plan

A. Supervisory Control Panels (Plant or Remote Sites) – Annual Maintenance (On-site)

1. Inspection:
 - (a) Verify control panels are properly grounded.
 - (b) Check PLC diagnostic information for errors and low battery conditions.
 - (c) Visually inspect radio cabling for damage and check radio indicators for alarms.
 - (d) Visually inspect control panels for abnormalities (frayed or loose wires, moisture, seals).
 - (e) Verify electrical schematics are present in each control panel and are up to date.
2. Testing:
 - (a) Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
 - (b) Test communication-fail alarms.
 - (c) Test critical alarms (Example high/low level and float backup for lift stations).
3. Maintenance:
 - (a) Vacuum control panel, lube panel hinges, and check for burnt out light bulbs.
 - (b) Backup Programmable Logic Controller (PLC) programs.
 - (c) Backup Operator Interface Terminals (OIT) programs and set OIT's to correct date and time.
 - (d) Review spares inventory condition and count.
4. Covered Supervisory Control Panels:
 - (a) Water System City Hall Control Panel
 - (b) WWTP Headworks Building SCP 3-LCP-01
 - (c) WWTP Secondary Digester Building 6-LCP-01
 - (d) WWTP UV Building Control Panel 7-XJB-01
 - (e) WWTP Aerobic Digester Corridor Panel 8-LCP-01
 - (f) WWTP NPW Building Control Panel 9-XJB-01

B. Network Components (Computers & Servers) – Semi-Annual Maintenance (On-site and Office)

1. Inspection:
 - (a) Check computer hardware, fans and filters for basic function.
 - (b) Review computer error logs, database size, resource utilization, and available storage space.
2. Testing:
 - (a) Test communication function of software alarm dialers and remote access.
 - (b) Test communication function of backup hardware alarm dialer.
 - (c) Verify on-demand report generation.
3. Maintenance:
 - (a) Power down and clean fans and filters.
 - (b) Backup SCADA programs.
 - (c) Backup software configurations for switches, firewalls, VOIP dialers, and other devices.
 - (d) Renew licensing for subscription software. (Cost of subscriptions included in Plan cost.)
4. Included Software Subscription Support:
 - (a) Water System SCADA Computer RealVNC Remote Access (license provided with the WTP SCADA upgrade project)
 - (b) WWTP SCADA Computer RealVNC Remote Access

5. Covered Network Equipment:
 - (a) Water System City Hall SCADA Computer
 - (b) WWTP SCADA Computer
- C. Cybersecurity Defense – Ongoing services, Semi-Annual Maintenance (Office)
 1. Inspection: Check firewall* software, security logs, and identify required firmware updates.
 2. Maintenance: Install firewall security updates, if available, and renew security subscriptions.
 3. On-going Services: Implement and maintain Unified Threat Management (UTM) system including:
 - (a) URL filtering, Intrusion Prevention System (IPS), and Gateway Antivirus (GAV)
 - (b) APT Blocker – Defends against ransomware, zero-day threats, advanced malware
 - (c) DNS Filtering – Detects and blocks dangerous connections via a cloud-based service using DNS-level (Domain Name System) filtering
 - (d) Threat Detection & Response – Identifies and isolates infected computers on the network
 - (e) Cloud Data Retention – Real-time monitoring and thirty-day retention of traffic logs of all activity on the network.
 4. Secure Remote Access through a VPN and Multi-factor Authentication Service:
 - (a) Virtual Private Network (VPN) – Limit remote connections to those established through a secure connection using IPsec and/or SSL
 - (b) Multi-Factor Authentication – Verify all remote connections with a second means of authentication through a separate smartphone application
 - (c) Provide user administration support as requested, including creating and removing user accounts, resetting passwords, and supporting multifactor authentication and remote access
 5. Included security services subscriptions, software, and support:
 - (a) WatchGuard's Total Security Suite
 - (b) AuthPoint Multi-Factor Authentication (Up to 5 users)
 6. Covered Cybersecurity Devices
 - (a) Water System City Hall Firewall – WatchGuard Firebox T-20
 - (b) WWTP Firewall – WatchGuard Firebox T-20
- D. Controls System Planning Meeting – Annual meeting with Controls Engineer to develop and review multi-year control system and cybersecurity defense posture.
- E. Warranty Extension for Identified Projects – This plan extends In Control's warranty term an additional 12 months for controls engineering services (equipment excluded). This extension applies to any work completed by In Control in the past 30 days and any new work completed during the life of this Plan. Plan must be active for extended warranty to be valid.
 1. Projects covered by warranty extension include:
 - (a) "No projects identified at this time."
- F. Rate Schedule Discount – A 5.0% discount on In Control's current Rate Schedule for all engineering service calls.
- ~~G. Scheduled Service Hour Block – Block of XX hours must be used within one calendar year.~~
- H. Equipment – Required equipment upgrades and replacements will be identified to customer. If not covered under warranty and if approved, equipment will be replaced and billed separately. Cost of replacement or upgrade is not included in Plan cost.
- I. Enrollment Fee – A customary enrollment fee will be charged when a customer first enters a Plan agreement. This enrollment fee covers an on-site inspection of each covered control panel or computer, uploading and off-site backup of all PLC and SCADA programs, and retaining an electronic copy of all control schematic drawings.
- J. Agreement Duration & Invoicing – One calendar year from the date of execution, automatically renewed each year. Invoicing will be due Net 30 and submitted on a quarterly basis at the beginning of the coverage period.

Proposal Summary

The below pricing for the items above excludes sales and use taxes. Freight is included, FOB shipping point.

Item 1 – Configuration of Firewall Hardware	<u>\$1,445.00</u> USD (one time cost)
Item 2 - Automation & Cybersecurity Service Plan	<u>\$5,087.00</u> USD (annual cost)

Total cost of the full plan for the first year is \$6,532.00 USD and can be broken up in four quarterly payments of \$1,633.00 USD.

Our proposal specifically excludes the following:

- Field installation of equipment.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Shipping costs to locations other than the primary project site.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
 Technical Sales Engineer
 Mobile: 406.661.4795
 Office: 763.783.9500
 E-Mail: cade.beeton@incontrol.net

Jeff Iverson
 Sr Technical Sales Engineer
 Mobile: 612.802.8875
 Office: 763.783.9500 x3001
 E-Mail: jeff.iverson@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP22080402-01

Service Plan Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") executing the Automation Service Plan agreement ("Agreement") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Agreement will be in writing within 30 days of receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Agreement will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Agreement shall be made in writing with 14 days notice. If Purchaser terminates this Agreement at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Agreement, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Agreement.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. In Control's standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. This Agreement extends those warranty periods an additional twelve (12) months for all controls engineering services provided thirty days prior to the date of execution of the Agreement. This warranty extension remains valid only if this Agreement remains in place. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **ESCALATION** – This Agreement is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Agreement, unable to complete the work at the present prices and wages, then the Agreement sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
9. **PAYMENT TERMS** - The payment terms are due thirty (30) days after an invoice is sent. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur, In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
10. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
11. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

August 17, 2022

VIA EMAIL

Mayor James Jess
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

RE: Landfill Drying Bed Project – Application for Payment #2

Dear James:

Enclosed for your action is Payment Request No. 2 from MJD Contracting for the Landfill Drying Bed project. The Pay Request covers the construction items on the Project from July 22 through August 19, 2022. This Pay Request shows project completion at 59% to date. In addition to the items covered in the first pay request, it includes primarily 75% of concrete installation for the drying bed slabs.

Final concrete placement for the drying bed walls is expected to occur next week. After the pour is complete and forms removed, the project will shut down to accommodate conflicting schedules for the contractor and to complete the project seeding within the stipulated time period. Project completion is expected in time to meet the October 15 deadline.

Everything appears in order to recommend approval of Pay Request No. 2 for processing. Payment of \$49,376.25 will need to be made to MJD Contracting, and \$498.75 to the State of Montana for the gross receipts tax. A total of \$6,505.00 retainage is being withheld from the payments to date.

Please contact me if you have any questions or need more information.

Sincerely,
MORRISON-MAIERLE, INC.

Rika Lashley, PE
Project Manager



Enclosure

Cc via Email: Alan Erickson, PE, CCM – Morrison-Maierle
MJD Contracting

Contractor's Application For Payment No. 2

Application Period: 7/22/2022 To 8/19/2022	Application Date: 8/19/2022
Owner: City of Deer Lodge	From(Contractor): MJD Contracting, LLC.
Project: Deer Lodge Drying Beds	Via(Engineer): Morrison Maierle
Owner's Contract No.	Contractor's Project No.: 22025
	Engineer's Project No.: 347.03401

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

Payment Details	
1. ORIGINAL CONTRACT PRICE	\$ 209,650.00
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 209,650.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 130,100.00
5. RETAINAGE:	
a. 5% x \$130,100.00 Work Completed	\$6,505.00
b. 5% x \$0.00 Stored Material	\$0.00
c. Total Retainage (Line 5a + Line 5b)	\$6,505.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 123,595.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 73,720.00
8. AMOUNT EARNED THIS APPLICATION	\$ 49,875.00
9. LESS GROSS RECEIPTS TAX THIS APPLICATION(1%)	\$ 498.75
10. AMOUNT DUE THIS APPLICATION (Line 8- Line 9)	\$ 48,376.25
11. BALANCE TO FINISH, PLUS RETAINAGE	\$ 88,055.00

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Mindy Lopez Date: 8/19/2022
(Contractor)

Approval Section

Payment of: \$ _____
(Line 10 or other - attach explanation of other amount)

Is recommended by: _____ (Date)
(Engineer/Inspector)

Payment of: _____ (Date)
Line 10 or other -attach explanation of other amount

Is approved by: _____ (Date)
(Owner)

Approved by: _____ (Date)
Funding Agency

ITEM	DESCRIPTION	QTY	UNITS	ORIGINAL CONTRACT		CHANGE ORDER		CURRENT CONTRACT		IN PLACE		AMOUNT		IN PLACE		AMOUNT	
				UNIT PRICE	TOTAL PRICE	QTY	AMOUNT	QTY	AMOUNT	PAY EST.	THIS	PAY EST.	TOTAL	PROJECT	TOTAL	PROJECT	
101	Mob	1	LS	\$15,000.00	\$ 15,000.00	\$ -	1	\$ 15,000.00	0	\$ -	0.6	\$ 9,000.00		\$ 9,000.00			
102	Taxes Bonds Insurance	1	LS	\$7,500.00	\$ 7,500.00	\$ -	1	\$ 7,500.00	0	\$ -	1	\$ 7,500.00		\$ 7,500.00			
103	General Requirments	1	LS	\$10,000.00	\$ 10,000.00	\$ -	1	\$ 10,000.00	0	\$ -	0.3	\$ 3,000.00		\$ 3,000.00			
104	Cast in Place Concrete	1	LS	\$70,000.00	\$ 70,000.00	\$ -	1	\$ 70,000.00	0.75	\$ 52,500.00	0.75	\$ 52,500.00		\$ 52,500.00			
105	Clearing and Grubbing	514	CY	\$12.50	\$ 6,425.00	\$ -	514	\$ 6,425.00	0	\$ -	400	\$ 5,000.00		\$ 5,000.00			
106	Site and Access Earthwork	1	LS	\$40,000.00	\$ 40,000.00	\$ -	1	\$ 40,000.00	0	\$ -	0.75	\$ 30,000.00		\$ 30,000.00			
107	Gravel Road Subbase Coarse;	402	CY	\$40.00	\$ 16,080.00	\$ -	402	\$ 16,080.00	0	\$ -	0	\$ -		\$ -			
108	Gravel Road Surface Coarse;	201	CY	\$45.00	\$ 9,045.00	\$ -	201	\$ 9,045.00	0	\$ -	0	\$ -		\$ -			
109	Culverts	1	LS	\$6,000.00	\$ 6,000.00	\$ -	1	\$ 6,000.00	0	\$ -	1	\$ 6,000.00		\$ 6,000.00			
110	Surface Restoration	1	LS	\$5,000.00	\$ 5,000.00	\$ -	1	\$ 5,000.00	0	\$ -	0	\$ -		\$ -			
111	Septic Tank	1	LS	\$5,000.00	\$ 5,000.00	\$ -	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00		\$ 5,000.00			
112	6" Pipe and Fittings	80	LF	\$120.00	\$ 9,600.00	\$ -	80	\$ 9,600.00	0	\$ -	80	\$ 9,600.00		\$ 9,600.00			
113	Misc Materials	1	LS	\$10,000.00	\$ 10,000.00	\$ -	1	\$ 10,000.00	0	\$ -	0.25	\$ 2,500.00		\$ 2,500.00			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
				\$ -	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -			
Total				\$209,650.00		\$ -		\$ 209,650.00		\$ 52,500.00		\$ 130,100.00					

1 2 3

	MATERIAL STORAGE	
4	TOTAL WORK & MATERIAL STORAGE	\$ 130,100.00
5	5% RETAINAGE	\$ 6,505.00
6	TOTAL LESS RETAINAGE	\$ 123,595.00
7	PREVIOUS PAYMENTS	\$ 73,720.00
8	SUBTOTAL	\$ 49,875.00
9	STATE 1% TAX	\$ 498.75
10	PAYMENT DUE	\$ 49,376.25
11	REMAINING PLUS RETAINAGE	\$ 86,055.00

Change Order

No. 1

Date of Issuance: 9/6/2022 Effective Date: 9/6/2022

Project: Landfill Drying Beds	Owner: City of Deer Lodge	Owner's Contract No.: -
Contract: Services Associated with the WWTP		Date of Contract: 7/14/2022
Contractor: MJD Contracting LLC		Engineer's Project No.: 0347.034.01

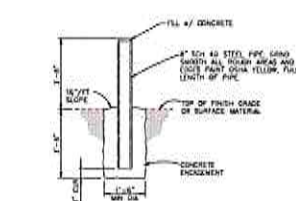
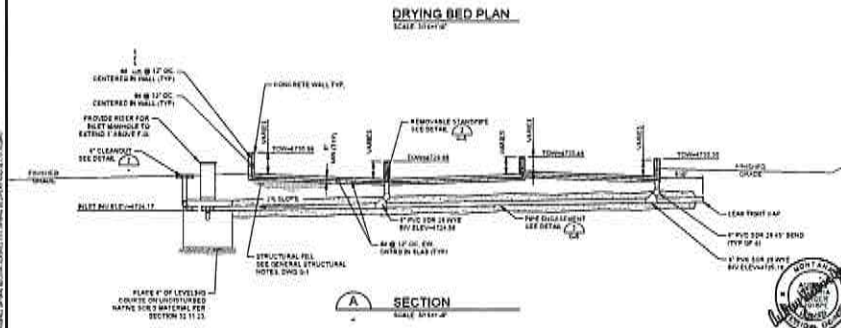
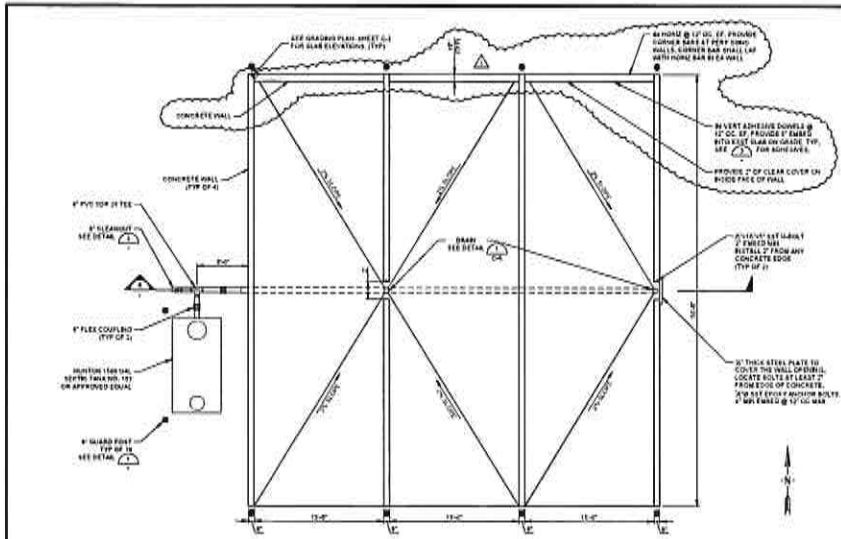
The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add 10" wall with two mats of rebar on north side of drying bad pad. Wall height and reinforcement to match existing designed walls as shown on Revised Drawing C-4. Use vertical adhesive dowels with 5" embed into slab on grade as noted on the drawing.

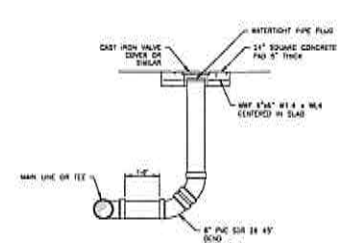
Attachments: **Revised Drawing C-4; Contractor Quote Email**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$209,650.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>
<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>-</u>	<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial completion (days): <u>-</u> Ready for final payment (days): <u>-</u>
Contract Price prior to this Change Order: <u>\$209,650.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>
<input checked="" type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] of this Change Order: <u>\$13,500.00</u>	<input type="checkbox"/> [Increase] <input type="checkbox"/> [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change Order: <u>\$223,150.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>75</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u></u> Contractor (Authorized Signature)
Date: <u>8/31/2022</u>	Date: _____	Date: <u>9/1/2022</u>



1 GUARD POST
NOT TO SCALE



2 CLEANOUT
SCALE NTS

TYPE	PRODUCT	REPORT NUMBER
ANCHOR & ANCHORS	EMPLIFIX SET-EP	EMPLIFIX-2008
ANCHORS & DOWELS	EMPLIFIX SET-EP	EMPLIFIX-2008
	MULTI-FAST SET	EMPLIFIX-2008

3 ACCEPTABLE ADHESIVES
NOT TO SCALE

REV	DESCRIPTION	BY	DATE
1	ADDITIONAL CONCRETE WALLS AND REINFORCEMENT	AVT/SL	08/07/17

Morrison Maierle
ENGINEERS • ARCHITECTS • PLANNERS • CONSULTANTS

216 N. 27th Street, Suite 102
Billings, MT 59101
406.654.8900
www.morrisonmaierle.com

50727002
DRAWN BY: JCH
CHKD BY: SL
DATE: 08/07/17
PROJECT: LANDFILL DRYING BEDS

PROJECT NUMBER	EMPLIFIX-2008
SHEET NUMBER	6
DRAWING NUMBER	C-4

From: mlogan@mjdcontracting.com
To: [Rika Lashley](#)
Cc: "Trent Freeman"
Subject: RE: Deer Lodge Drying Beds Change Order
Date: Tuesday, August 30, 2022 10:00:53 AM
Attachments: [image004.png](#)
[image005.png](#)
[image001.png](#)

*** This message originated from an **External Source**. *** Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Rika, Pricing as follows

8" wall with one mat of rebar. \$10800

10" wall with two mats of rebar \$13500


Thanks
Marty

From: Rika Lashley <rlashley@m-m.net>
Sent: Wednesday, August 24, 2022 9:49 AM
To: Marty Logan (mlogan@mjdcontracting.com) <mlogan@mjdcontracting.com>
Cc: Trent Freeman (tfreeman@cityofdeerlodgemt.gov) <tfreeman@cityofdeerlodgemt.gov>
Subject: FW: Deer Lodge Drying Beds Change Order

Marty,

Below is some info on the new wall from our structural engineer – both for an 8-inch and a 10-inch wall. We'd like to see costs for both options to make a decision for which way to go.

Thanks!
Rika

 **Rika Lashley, PE**
Water/Wastewater Engineer, Morrison-Maierle
+14064953448 direct | +14064317049 mobile

Matching 8-inch Walls: Vertical adhesive dowels into the slab on grade and horizontal adhesive dowels into the side walls can utilize any adhesive listed in the snip below. Horizontal dowels shall lap with the horizontal reinforcement. All adhesive dowels shall have 5" embed into the existing concrete walls and slab on grade.

10-inch Walls: Vertical adhesive dowels into the slab on grade for each wall face and horizontal adhesive dowels into the side walls can utilize any adhesive listed in the snip below. Horizontal dowels shall lap with the horizontal reinforcement. All adhesive dowels shall have 5" embed into the existing concrete walls and slab on grade.

POST INSTALLED CONCRETE ANCHORS

TYPE	PRODUCT	REPORT #
ADHESIVE ANCHORS & DOWELS	SIMPSON SET-XP	ICC-ES ESR-2508
	SIMPSON AT-XP	IAPMO-UES ER-263
	HILTI HIT-HY 200	ICC-ES ESR-3187