



FINANCE COMMITTEE AGENDA

May 6, 2024 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
 - a. Special Meeting: April 5, 2024
3. **Public Comment** - Limit to three minutes per person.
4. **Continued Business.**
 - a. None
5. **New Business**
 - a. Stahly Engineering Task Order for MCEP/RRG Grant Writing and Administration for Wastewater Collection System Improvements – Jordan
 - b. Montana League of Cities and Towns Financial Assistance Contract – Jordan
 - c. Deer Lodge Little League Contract – Jordan
 - d. Supplemental Funding for Chamber of Commerce Yearly Deer Lodge App Invoice – Jordan
 - e. Pay Application #1 for Wastewater Improvements Project – Trent
 - f. 2024 Street Maintenance Project Recommendation to Award – Trent
 - g. Review and Sign April Claims – Stan/Jordan
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
 - a. Regular Meeting: Monday, June 3, 2024, at 4:00PM
8. **Adjournment.**

Finance Committee

Members

Gordon Pierson (Chair) | Rob Kersch | Vacant

CITY OF DEER LODGE

FINANCE COMMITTEE MEETING MINUTES

April 5 , 2024 – 4:00 pm | Council Chambers, City Hall

Members Present:	Rob Kersch, Gordon Pierson (via zoom), Greg Larkins (via zoom)
Members Absent:	None
Mayor:	None
CAO:	Jordan Green
Staff:	Cyndi Thompson
Guests:	See sign in sheet

1. Call Meeting to Order:

- a. Interim Chairman Kersch called the meeting to order at 4:05PM.

2. Approval of Minutes:

- a. Regular Finance Meeting: April 1, 2024
Interim Chairman Kersch motioned to approve as presented. Chairman Pierson seconded the motion. 2 Ayes, 0 Nos, 1 Abstained. Motion passed.

3. Public Comment:

- a. None

4. Continued Business:

- a. Myg. Inc Right-of-Way Abandonment Request – Jordan
At the April 5th meeting it was motioned 2 in favor, 1 absent to table this item, so all Finance Committee Members are present at a Special Finance Meeting on April 5th at 4pm in order to receive additional guidance on the amount of the abandonment and recommend to Council to reschedule the public hearing.

Prior to the early 1900's, there were like 8-9 additions to the City that were filed as separate plats at the County Courthouse. One of them being the Bielenberg/Alby Addition, which is where this property lies. In 1912 the City Council decided that they wanted to hire an engineer to aggregate all these plat maps of the subdivisions into one map, we call that the 1912 Map. From that day forth that was the map that people's deeds were made off of, turns out that map is not correct. We don't know how many areas of town it might be, the only one we were really able to identify is the Bielenberg/Alby Addition.

When the original surveyor did the original survey, it was based off the original filed plat map and that had some lots that were 25' feet wide, and some lots that were 27' feet wide. Because of that additional 2' feet of the lots he ended up putting pins in based on that original which were 2'feet wider for some of the lots. When the other surveyor come in, who is doing the boundary

line relocation, he was basing all of his data off the 1912 map, which should have been the same but was incorrect.

This newly built home may or may not be in the City Right-of-Way. The Mayor, City Attorney and City Staff feel this is at no fault to the applicant. Because of this change in information what we are recommending is to vacate the property, abandon it and deed it for free. The best way to correct this issue is to file a certificate of survey at the court house based on the data that's been created by the new surveyor for the amended plat that includes the vacation.

Interim Chairman Kersch – How does that effect the other property owners.
Jordan: Not sure at this time.

Interim Chairman Kersch motioned to vacate the property, abandon it and deed it for free. Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

We will revisit this at our Council public hearing on April 15th at 6pm.

Mr. Osborne: You are going off the survey that Dan Dingle did now, who is going to pay him to record all of this and make sure that everything is legit now.

Interim Chairman Kersch, I think we are responsible for splitting that cost as the fault of the city.

Interim Chairman Kersch motioned and recommended to Council to pay half of the cost associated with any corrections that need to be made on the ground and filing of the plat. Member Pierson seconded the motion 3 Ayes, 0 Nos. Motion passed.

5. New Business:

- a. None

6. Committee Comments or Concerns:

- a. None

7. Announcement of Next Meeting:

- a. Regular Meeting: Monday, May 6, 2024 at 4:00pm

8. Adjournment:

The meeting was adjourned at 5:26PM.

Prepared by: Cyndi Thompson, City Clerk

Rob Kersch, Interim Chairperson

Date

Finance Committee Members

Gordon Pierson (Chair) | Rob Kersch | Greg Larkins

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: COMMITTEE **TO:** FINANCE

Agenda Item Name: WW Improvements Phase 2 Task Order

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Public Works

Description of the item:

This scope of work will review the existing PER for the City's Wastewater System to identify the scope of a Phase 2 Inflow and Infiltration reduction project. It also includes grant writing to the MCEP and RRGL programs to fund the project. Amount of the grant asks will be discussed at the next Finance and City Council meeting. Total task order cost for grant prep is \$16,500. Grant amounts: MCEP - \$375,000, RRG - \$125,000, Match - \$250,000 (with 50% SRF loan forgiveness).

Attachments:

Task Order from Stahly Engineering

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

On April 23, 2024, the Public Works Committee recommended the approval of this task order to the Finance Committee and City Council.

Recommended Motion/Action:

Recommend approval of the task order to the City Council.



An Employee-Owned Company

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594
2223 Montana Avenue, Suite 201, Billings, MT 59101 | phone: 406-601-4055
1001 12th Street, Cody, WY 82414 | phone: 307-509-5541

www.seaeng.com

4/8/2024

City of Deer Lodge
Attn: Jordan Green, City Administrative Officer
Via: email

Subject: Task order to provide professional services related to City of Deer Lodge Wastewater Collection System Improvements

Dear Jordan and members of the Council:

This letter and associated attachment are intended as a Scope of Work for Stahly Engineering & Associates, Inc. to complete engineering and grant writing services for Phase 2 of the Wastewater Collection System Improvements for the City of Deer Lodge. Your approval of this Scope of Work is required per our term agreement dated January 3, 2017, and extended November 3, 2023. That agreement states that any projects assigned to our firm exceeding \$10,000 require a detailed Scope of Work and review and approval by the City Council.

The attached Exhibit A identifies the activities associated with each task anticipated for the services we will provide. The City of Deer Lodge will reimburse Stahly Engineering for services based on time and materials spent on the project and will be subject to all other conditions of the existing term contract.

Please review this Scope of Work and provide comment if necessary. If agreeable to the council, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to provide services to the City of Deer Lodge.

Sincerely,

Stahly Engineering & Associates, Inc.

Kurt Thomson, P.E.
Project Engineer

Robie Culver
Grants Department Manager

NOTICE TO PROCEED

Stahly Engineering & Associates is hereby granted a notice to proceed for the engineering and grant writing services for Phase 2 of the Wastewater Collection System Improvements for the City of Deer Lodge:

Owner: City of Deer Lodge

Authorized Signature: _____

Title: _____

Date: _____



Exhibit A

2024 City of Deer Lodge Wastewater Collection System Technical Memo to Supplement Preliminary Engineering Report and Project Grant Applications

Scope of Work

This Scope of Work is to review the existing City of Deer Lodge Wastewater System Preliminary Engineering Report (PER) and provide a technical engineering memo for Phase 2 of the collection system improvements to address Infiltration and Inflow (I&I) into the system. It also provides grant writing and optional administration services to the City of Deer Lodge in support of the wastewater collection.

Phase 1 – PER Review and Technical Memo (\$2,500)

The following activities will comprise the scope of work:

1. Review existing wastewater PER and work with Deer Lodge Public Works Director to prioritize segments of the wastewater collection system to be included in the Phase 2 project.
2. Prepare technical memo as a supplement to the PER:
 - a. Description of project area selection and justification for defining the project (i.e. public health and safety, condition of collection lines, effect on existing wastewater treatment plant, etc.).
 - b. Updated cost estimates.

Phase 2 – Grant writing - Montana Coal Endowment Program (MCEP) Grant, Renewable Resource Grant and Loan (RRGL) Program Grant, Uniform Application, and SRF Priority List Survey (\$14,000)

1. Assist engineer, City of Deer Lodge with determining funding strategy to include in final PER.
2. Draft Uniform Application in cooperation with the engineer.
 - a. Gather required documentation from City to include with application:
 - i. Signature page complete.
 - b. Submit with funding applications.
3. Prepare MCEP funding grant application for amount to be determined based on the wastewater rate anticipated in relationship to the target rate to include:
 - a. MCEP Eligibility Screening Checklist
 - b. Gather required documentation from City to include with application:
 - i. Letter of support and commitment of matching funds.
 - c. Participate in gathering information, attending in-house and public meetings, and responding to/writing Statutory Priorities:
 - i. Urgent and serious health or safety problems.
 - ii. Financial need.
 - iii. Appropriate design and solution.
 - iv. Long-term planning and management.
 - v. Funding strategy.
 - vi. Long-term job/business expansion.
 - vii. Community support.

- d. Provide deliverables to meet 2024 deadline:
 - i. Draft and final application to the City.
 - ii. Electronic submission of application to the Montana Department of Commerce.
- 4. Prepare RRGL funding grant application to include:
 - a. Gather required documentation from City to include with application:
 - i. Authorizing statement.
 - ii. \$250,000 application fee.
 - b. Participate in gathering information, attending in-house and public meetings and responding to/writing response to eligibility criteria:
 - i. Renewable resource benefit.
 - ii. Public or citizen benefits.
 - iii. Technical/financial feasibility and project management.
 - c. Provide deliverable to meet May 16, 2024 deadline:
 - i. Draft and final application to the City.
 - ii. Electronic submission of application to the Montana Department of Commerce.
- 5. SRF Priority List Survey
 - a. Assist engineer in submitting the SRF Priority List Survey so that the project is positioned for loan funding as needed.

Phase 3 – OPTIONAL Grant administration (Scope and fee to be determined is grants are successful)

Once construction grants are awarded this contract may be amended to include grant administration of the awarded grants. Grant administration will include assisting with meeting start up conditions and providing reporting and recordkeeping required to satisfy the funding agency requirement throughout the duration of the grant award.

Anticipated Schedule

May 1, 2024	Complete Technical Memo
May 15, 2024	Submit SRF Survey
May 15, 2024	RRGL and Uniform Applications Submitted
May 30, 2024	MCEP and Uniform Applications Submitted

Summary of Costs

Phase 1 – PER Review and Technical Memo	\$ 2,500
Phase 2 – MCEP, RRGL, Uniform Applications, SRF Survey	\$14,000
Phase 3 - MCEP and RRGL Grant Administration	<u>\$ TBD</u>
TOTAL CONTRACT AMOUNT	\$16,500

If assistance to acquire additional grants or loans is required, this task order will be amended with an updated Scope of Work and cost. The cost of the project will be positively affected by that continued spirit of cooperation and assistance in getting information in a timely manner to successfully complete the project within budget.

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: STAFF MEMBER **TO:** FINANCE

Agenda Item Name: MLCT Financial Assistance Contract

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Jordan Green

Description of the item:

The Montana League of Cities and Towns recently hired Jodi Rogers, lifelong clerk/treasurer from Choteau, to help local communities with financial services. We would like to contract for her assistance and to help train Stan on the following: long-range budget forecasting, budget transfers, GAAP/GASB principles, and other high-level municipal financing topics.

Attachments:

Draft Financial Assistance Contract from the Montana League of Cities and Towns.

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

None.

Recommended Motion/Action:

Recommend approval of the Agreement to the City Council.

AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT is made and entered into by and between the **MONTANA LEAGUE OF CITIES AND TOWNS, HELENA, MONTANA**, a 501(c)(4) non-profit association organized and existing under the laws of the State of Montana, 700 West Custer Avenue, Helena, Montana 59602, hereinafter referred to as “MLCT,” and **CITY OF DEER LODGE**, a municipal corporation organized and existing under the laws of the State of Montana referred to as “City,” 300 Main Street, Deer Lodge, MT 59722, collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:**

Assist the City with reviewing accounting procedures such as transfers and project revenue and provide as needed technical guidance according to GASB accounting principles.

2. **Effective Date and Term:** This Agreement is effective upon execution by both parties, and will terminate on: [12/31/2024](#). Any extension of the term of this Agreement must be set forth in writing and signed by both parties.

3. **Option to Renew:**

This Agreement is not subject to a renewal option.

N/A

4. **Scope of Services:** MLCT will perform the work and provide the services in accordance with the specifications and requirements as follows:

Review accounting procedures such as transfers and project revenue and provide as needed technical guidance according to GASB accounting principles.

5. **Payment (check one):**

City agrees to pay the MLCT according to the following fee schedule with the total amount due under this Agreement not to exceed Ten Thousand (\$10,000.00) Dollars:

\$50/hour.

Travel, lodging, and meals are actual cost.

6. **Receipt of Payment (check one)**

To receive payment, MLCT must submit a record of expenditures incurred for the performance and completion of this Agreement in the form acceptable to the City, every quarter. For any services delivered under this Agreement, the City may request inspection to assure said services meet City specifications prior to tendering payment.

30 Days After Receipt of Invoice, Verification, and Inspection: The City has thirty (30) days to make payment after the City's receipt of a properly executed invoice.

Payment will be according to following schedule:

N/A

7. **Warranty of Services/Products:** MLCT warrants that the services provided conform to the contract requirements, including all descriptions, specifications, and attachments made part of this Agreement. MLCT warrants that all services will be performed in a good workman-like, professional manner, and according to all applicable industry standards.

8. **Independent MLCT Status:** The parties agree that MLCT is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. MLCT is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. MLCT is not authorized to represent the City or otherwise bind the City in any dealings between MLCT and any third parties.

MLCT must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent MLCT's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, MLCT must send a proof of renewal to the City.

9. **Hold Harmless and Indemnification:** For all services rendered MLCT agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from

any intentional or negligent act or omission on the part of the MLCT or MLCT's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement. If any such claim arises, demand, or cause of action arise solely from the City's own negligence, MLCT need not so protect or defend.

10. **Liquidated Damages:** MLCT is not liable for any liquidated damages.
11. **No Assignment, Transfer, Delegation, or Subcontracting:** MLCT may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
12. **Compliance with Laws:** MLCT agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. MLCT agrees to purchase a City business license.
13. **Nondiscrimination:** MLCT agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. MLCT agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
14. **Records Access and Retention:** MLCT agrees to create and retain records supporting the services rendered or goods delivered in connection with this Agreement. MLCT agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the MLCT refuses to allow access to records as provided in this section. MLCT agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.
15. **Ownership and Publication of Materials:** If any reports, information, data, or other materials are prepared by the MLCT pursuant to this Agreement these reports, information, data, or other materials become the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use of these materials by the City without written verification or

adaptation by the MLCT for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the MLCT. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

16. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City's liaison for purposes associated with this Agreement is:

Name: Jordan Green, Chief Administrative Officer
Address: 300 Main Street, Deer Lodge, Montana 59722
Phone: 406-594-1896
E-Mail: jgreen@cityofdeerlodgemt.gov

The MLCT liaison for purposes associated with this Agreement is:

Name: Jodi Rogers, Municipal Finance Program Directors
Address: PO Box 7388 Helena, MT 59604-7388
Phone: 406-431-3638
E-Mail: jodi.rogers@helenamt.org

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

17. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.
18. **Termination for City's Convenience:** City may terminate this Agreement at any time by giving MLCT thirty (30) days' written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable. Except for the prorated amount owing to the MLCT on

the termination date, City is not liable to MLCT for any damages arising from termination of this Agreement pursuant to this section.

19. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the “Notice Protocol” section of this Agreement.
20. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
21. **Failure to Enforce Not a Waiver:** City’s failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
22. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

[List any Exhibits attached here or write “None.”](#)

23. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
24. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
25. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
26. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF DEER LODGE

Signed: _____ **Dated:** _____
By: **Jordan Green, Chief Administrative Officer**

APPROVED AS TO FORM:

Signed: _____ **Dated:** _____
By: **Peter Elverum, City Attorney**

FOR THE MLCT

Signed: _____ **Dated:** _____
By: **Kelly Lynch, Executive Director**

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



Montana's Undiscovered Treasure

300 MAIN STREET
DEER LODGE MT 59722-1057
406.846.2238

City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: COMMITTEE **TO:** FINANCE

Agenda Item Name: Deer Lodge Little League Contract

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Parks and Recreation

Description of the item:

For the past three years, the City has had a contract with the Little League where the City gave field use authorization to the League and paid \$1,000/year to the League to maintain one field. The League approached Parks and Rec Committee to renegotiate the contract. The proposed contract would still give access to the fields, but up the amount to \$8,000/year for 3 years. The intent is for them to improve one field a year in addition to maintenance on previously improved fields.

Attachments:

Draft Little League Contract.

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

At it's March meeting, the Parks and Recreation committee discussed the proposal from the League. At its April meeting, it recommended the draft contract language to the Finance Committee and City Council for approval.

Recommended Motion/Action:

Recommend approval of the Contract to the City Council.

AGREEMENT

between

The City of Deer Lodge, Montana

and

The Deer Lodge Little League

This agreement is made and entered into this ____ day of May, 2024, by and between the City of Deer Lodge, Montana (the "City"), and the Deer Lodge Little League, a Montana not-for-profit corporation ("League").

WITNESS

WHEREAS, the City is the owner of Jaycee Park and the athletic fields contained within the Park; and

WHEREAS, the League wishes to perform maintenance on the athletic fields located at Jaycee Park both for their ability to use the fields and for the general betterment of the Park; and

WHEREAS, the City grants the League approval to make improvements to the athletic fields as described in this Agreement; and

WHEREAS, the League has estimated that the cost of annual maintenance for one field, plus continued maintenance for the other fields, to be \$8,000 per year; and

WHEREAS, the City in exchange for the improvements grants the League permission of use of the *Lower Upper, Softball Field*; and

WHEREAS, the City authorizes use of the *Lower Upper, Softball Field*, as well as access to the other fields for three (3) years starting from the approval date of the Agreement with an option for renewal.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Deer Lodge and the Deer Lodge Little League agree the following in consideration of the above recitals, which are contractual in nature, as follows.

CONDITIONS

1. The League agrees to resurface one field per year of this Agreement. The schedule shall be as follows:
 - a. Year 1: Resurface Southeast field (Majors field).
 - b. Year 2: Resurface Southwest field (Tee Ball field).
 - c. Year 3: Resurface Northeast field (Softball field).

2. The type of maintenance projects to be performed by the League for each field are as follows:
 - a. Application and spreading of decomposed granite on the infield.
 - b. Improvements to batters and catchers boxes.
 - c. Replacement of mounds, bases, and home plate.

3. The League agrees to perform continued maintenance on fields done in previous years of this Agreement so that each field remains in good condition after the initial maintenance has been completed.

4. The League agrees to provide proof after each annual maintenance project that they have completed their obligations following the conditions of this Agreement. Failure to do so will result in the withholding of future funding as specified in this Agreement until such a time that the work agreed to is completed.

5. The City agrees to contribute \$8,000 annually, before the start of each year's maintenance project, to the League for the purposes of the maintenance as described in this Agreement.

NOTICES

1. The League is required to inform and obtain approval from the City before making improvements or revisions to the athletic fields not specifically described in this Agreement.

2. Notices for both parties shall be given to the following designated representatives:
 - a. City: Trent Freeman,
Public Works Superintendent
300 Main Street
Deer Lodge, MT 59722
(406) 594-2240
 - b. League: Sean Herrick
President
903 Kohrs Street
Deer Lodge, MT 59722
(406) 565-7278

TERM AND EFFECTIVENESS

- 1. This Agreement shall be effective upon its complete execution by the parties' authorized agents and shall remain in effect for three years with an expiration date of June 30, 2027. Thereafter, the parties may negotiate an extension of this Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized agents to execute this Agreement.

Deer Lodge Little League

A Montana nonprofit corporation

By: _____ Date: _____

Sean Herrick, President

City of Deer Lodge

A Montana municipality

By: _____ Date: _____

James Jess, Mayor

Attest:

By: _____ Date: _____

Cyndi Thompson, City Clerk

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
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City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: STAFF MEMBER **TO:** FINANCE

Agenda Item Name: Supplemental Funding for Chamber Yearly Deer Lodge App Invoice.

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Jordan Green

Description of the item:

When the Deer Lodge app was implemented by the County, the Chamber agreed to fundraise for the yearly \$5,000 invoice. However, the invoice came 3 months earlier than expected and the Chamber had not fundraised enough yet. The Chamber had raised \$1,450. In order to keep the app functioning, I propose we supplement this yearly payment with the consideration that the Chamber continue to fundraise this year to help offset our costs and become self-sustaining next year.

Attachments:

Living Local Invoice

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

None.

Recommended Motion/Action:

Recommend approval of the supplemental funding of \$3,550 to the City Council.



Invoice

Invoice #	6089
Invoice Date	2/22/2024
Terms	Net 30
Due Date	3/23/2024

Bill To

Deer Lodge City Hall
 Jordan Green
 300 Main Street
 Deer Lodge, MT 59722

Purchase Order # []

GSA Under Contract # []

Project # 23-DeerLodge-0521 LL APP

Item	Description	Qty	Rate	Amount
LL Subscription	Year 2 - Includes licensing, technical support and assistance, hosting and maintenance Period of performance: 3/24/2024 - 3/23/2025	1	5,000.00	5,000.00

KAT Video Productions, Inc. DBA KAT & Company
 Office: (701) 224-9208
 GSA Contract # GS-23F-0224R
 Federal Tax ID: 45-0431175
 Data Universal Number System (DUNS) No: 606394922

A 3.5% processing fee will apply to credit card payments
 Thank you - we appreciate your business!

Checks payable to:
 KAT & Company
 1025 North 3rd Street
 Bismarck, ND 58501

Subtotal	\$5,000.00
Sales Tax (5.0%)	\$0.00
Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: COMMITTEE **TO:** FINANCE

Agenda Item Name: Pay Application #1 for Wastewater Improvements Project

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Public Works

Description of the item:

Pay Application #1 with associated Change Orders submitted by MJD Contracting for the Sewer Inflow and Infiltration Project in the amount of \$404,772.39.

Attachments:

Pay Application #1 with associated Change Orders.

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

Public Works Committee recommended the Pay Application at their 4/23/2024 meeting.

Recommended Motion/Action:

Recommend that the City Council approve Pay Application #1 with associated Change Orders.

ITEM	DESCRIPTION	QTY	UNITS	ORIGINAL CONTRACT			CHANGE ORDER		CURRENT CONTRACT		AMOUNT IN PLACE		AMOUNT TOTAL	
				UNIT PRICE	TOTAL PRICE	QTY	AMOUNT	QTY	AMOUNT	THIS PAYEST.	PROJECT TOTAL	THIS PAYEST.	PROJECT TOTAL	
1	General Requirements	1	LS	\$ 120,000.00	\$ 120,000.00			1	\$ 120,000.00	0.5	\$ 60,000.00	0.5	\$ 60,000.00	
2	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00			1	\$ 30,000.00	0.5	\$ 15,000.00	0.5	\$ 15,000.00	
3	Testing	1	LS	\$ 12,000.00	\$ 12,000.00			1	\$ 12,000.00	0.5	\$ 6,000.00	0.5	\$ 6,000.00	
4	Erosion & Sedimentation Control	1	LS	\$ 8,000.00	\$ 8,000.00			1	\$ 8,000.00	0.5	\$ 4,000.00	0.5	\$ 4,000.00	
5	CIPP 6"	1464	LF	\$ 100.00	\$ 146,400.00	93	\$ 9,300.00	1557	\$ 155,700.00	0	\$ -	0	\$ -	
5A	6" Adjustment to Allied		LF	\$ 20.00		1557	\$ 31,140.00			0	\$ -	0	\$ -	
6	CIPP 8"	1180	LF	\$ 80.00	\$ 94,400.00	16	\$ 1,280.00	1196	\$ 95,680.00	1196	\$ 95,680.00	1196	\$ 95,680.00	
6A	8" Adjustment to Allied		LF	\$ 40.00		1196	\$ 47,840.00			1196	\$ 47,840.00	1196	\$ 47,840.00	
7	CIPP 12"	167	LF	\$ 210.00	\$ 35,070.00	-6	\$ (1,260.00)	161	\$ 33,810.00	161	\$ 33,810.00	161	\$ 33,810.00	
7A	12" Adjustment to Allied		LF	\$ (50.00)		161	\$ (8,050.00)			161	\$ (8,050.00)	161	\$ (8,050.00)	
8	8" Gravity Sewer (Includes 40lf of 12")	217	LF	\$ 200.00	\$ 43,400.00	713	\$ 142,600.00	930	\$ 186,000.00	663	\$ 132,600.00	663	\$ 132,600.00	
9	4" Dia. Standard Manhole Construction	3	EA	\$ 6,500.00	\$ 19,500.00	3	\$ 19,500.00	6	\$ 39,000.00	6	\$ 39,000.00	6	\$ 39,000.00	
9a	Extra Manhole Depth	5	WF	\$ 200.00	\$ 1,000.00			5	\$ 1,000.00	5	\$ 1,000.00	5	\$ 1,000.00	
10	Asphalt Removal & Replacement	3000	SF	\$ 110.00	\$ 330,000.00			3000	\$ 330,000.00	0	\$ -	0	\$ -	
11	Open-Cut Spot Repair	24	EA	\$ 3,300.00	\$ 79,200.00	-14	\$ (46,200.00)	10	\$ 33,000.00	0	\$ -	0	\$ -	
12	Westwell Coating	1	LS	\$ 85,000.00	\$ 85,000.00			1	\$ 85,000.00	0	\$ -	0	\$ -	
13	2" Stormwater Force Main	645	LF	\$ 75.00	\$ 48,375.00	255	\$ 19,125.00	900	\$ 67,500.00	0	\$ -	0	\$ -	
14	By-Pass Pumping (MID Viewed as LS only, bypass for pipe in pipe)	1	LS	\$ 47,500.00	\$ 47,500.00			1	\$ 47,500.00	0	\$ -	0	\$ -	
15	Ritabo Tank and Pump	1	LS	\$ 55,000.00	\$ 55,000.00	1	\$ 55,000.00	1	\$ 55,000.00	0	\$ -	0	\$ -	
16	Watermain Adjustment		LS	\$ 3,500.00		1	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	
Total					\$879,845.00		\$273,775.00		\$1,153,620.00		\$430,380.00		\$ 430,380.00	

MATERIAL STORAGE \$ 0.00
 TOTAL WORK & MATERIAL STORAGE \$ 430,380.00
 5% RETAINAGE \$ 21,519.00
 TOTAL LESS RETAINAGE \$ 408,861.00
 PREVIOUS PAYMENTS
 SUBTOTAL \$ 408,861.00
 STATE 1% TAX \$ 4,088.61
 PAYMENT DUE \$ 404,772.39
 REMAINING PLUS RETAINAGE \$ 744,759.00

See all four Work Change Directives and the following description to cover all items for the change order.

1. Price increase/decrease for Allied to perform work when subcontractor previously identified was no longer available to perform the slip lining.
2. Increase in lineal footage of 8-inch sewer main replacement as identified on TV reports of collapsed pipes on Rainbow Ave and slip line of 12" lines. Rainbow Ave – 380lf, Montana Ave with new manhole 26lf, Montana Ave MH SE26-SE27 267LF, 40lf of 12" on Taylor (added to 8" bid item). For a total of 713lf additional pipe to install. The Rainbow Ave section was an emergency replacement due to pipes being broken.
3. Two manholes as identified on the walkthrough to provide access to slip line pipe. These two manholes were at the east and west end of Montana ave. One manhole on Second St/Rainbow Ave and half manhole for the connection to the Metro manhole and half manhole at the bank, then the two planned manholes for the alley main construction south of Rainbow Street, for a total of 6 manholes.
4. 6" CCIP – an increase of 93lf
5. 8" CCIP – an increase of 16lf
6. 12" CCIP – a deduction of 6lf
7. Water lowering due to conflict with sewer alignment, station 41+50 +/- . Lump sum fee of \$3,500.00, shown as bid item number 16.
8. Due to the increased scope of work, and delays for the emergency sewer main installation on Rainbow Ave, 21 contract days are requested.

All items for the change order are in the quantities of the original bid items. No additional fees were requested for the issue of the oil spill and time delays associated with having to excavate and test the soils for contamination.

CHANGE ORDER NO.:1

Owner: City of Deer Lodge
 Engineer: Stahly Engineering
 Contractor: MJD Contracting, LLC
 Project: 2022 Wastewater System Improvements
 Date Issued: 03-18-2024
 Effective Date of Change Order: 12-31-2023

Owner's Project No.:
 Engineer's Project No.: 2506-03Q21
 Contractor's Project No.: 23012

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

Description: This change order incorporates the preliminary work change directives 1-4. See full description on the following attachments.

Attachments: WCD's 1-4, Change order descriptions

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: <u>\$879,845.00</u>	Original Contract Times: Substantial Completion: <u>60</u> Ready for Final Payment: <u>75</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>NA</u> <u>\$0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>NA</u> Substantial Completion: _____ Ready for Final Payment: _____
Contract Price prior to this Change Order: <u>\$879,845.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60</u> Ready for Final Payment: <u>75</u>
[Increase] [Decrease] this Change Order: <u>\$273,775.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>21</u> Ready for Final Payment: _____
Contract Price incorporating this Change Order: <u>\$1,153,620.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>81</u> Ready for Final Payment: <u>96</u>

Recommended by Engineer (if required)

By: [Signature]

Title: Project Manager

Date: 4/4/2024

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Deer Lodge
Engineer: Stahly Engineering
Contractor: MJD Contracting
Project: Deer Lodge Collection System Upgrades
Date Issued: 10-17-2023

Owner's Project No.:
Engineer's Project No.: 2506-0QP21
Contractor's Project No.:

Effective Date of Work Change Directive: 10-17-2023

Contractor is directed to proceed promptly with the following change(s): Description: Installation of sewer manhole in two locations on Montana Ave. This is required to gain access to ends of the lines for slip lining.

Attachments:

Identified at preconstruction walkthrough

Purpose for the Work Change Directive:

To gain access to ends of sewer mains that need to be slip lined.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$13,000.00 [increase] [decrease] [not yet estimated].

Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price: unit price used as estimate

Lump Sum x Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date: 10-17-2023

EJCDC® C-940, Work Change Directive.

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WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Deer Lodge
Engineer: Stahly Engineering
Contractor: MJD Contracting
Project: Deer Lodge Collection System Upgrades
Date Issued: 11-20-2023

Owner's Project No.:
Engineer's Project No.: 2506-0QP21
Contractor's Project No.:

Effective Date of Work Change Directive: 11-20-2023

Contractor is directed to proceed promptly with the following change(s): Description: Installation of water lowering of 6" water main in Rainbow Ave. Line is at the same elevation as the new sewer main. This is required to meet DEQ requirements. All inclusive of materials, pipe, rebar, exploratory excavation, concrete thrust blocks and all incidentals associated with this work.

Attachments:
None

Purpose for the Work Change Directive:
To maintain clearance per DEQ requirements.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$10,000.00 [increase] [decrease] [not yet estimated].

Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price: unit price used as estimate

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: 11-20-2023	_____

WORK CHANGE DIRECTIVE NO.: 3

Owner: City of Deer Lodge
Engineer: Stahly Engineering
Contractor: MJD Contracting
Project: Deer Lodge Collection System Upgrades
Date Issued: 11-20-2023

Owner's Project No.:
Engineer's Project No.: 2506-0QP21
Contractor's Project No.:

Effective Date of Work Change Directive: 11-20-2023

Contractor is directed to proceed promptly with the following change(s): Description: Core new connection into existing sewer manhole on West/Rainbow Street, connect sewer services into new main as discovered, install new sewer manhole at 2nd street/Rainbow and continue to install new sewer main to manhole to NW016 installed for Deer Lodge collection system project. Install approximately 400lf of 6" CCIP from manhole NW016 North. These items were discovered once manhole NW016 was installed for the Rainbow Ave sewer man replacement. This is required to meet DEQ requirements. All inclusive of materials, pipe, rebar, exploratory excavation, concrete thrust blocks and all incidentals associated with this work.

Attachments:
None

Purpose for the Work Change Directive:

These items were discovered once the manhole NW016 was installed for our Rainbow Ave sewer man replacement. Due to the amount of groundwater coming into the new manhole NW016 from the two locations, the lines were TV'd to identify why. It was discovered that the lines were collapsed in locations allowing groundwater in and potential of sewage to be released into the groundwater. With breaks as observed from the TV'd sections these lines needed to be replaced as soon as possible.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

X Non-agreement on pricing of proposed change. X Necessity to proceed for schedule or other reasons. Estimated

Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$85,000.00 [increase] {decrease} [not yet estimated].

Contract Time: 5 days {increase} {decrease} [not yet estimated].

Basis of estimated change in Contract Price: unit price used as estimate

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date: 11-20-2023

WORK CHANGE DIRECTIVE NO.: 4

Owner: City of Deer Lodge
Engineer: Stahly Engineering
Contractor: MJD Contracting
Project: Deer Lodge Collection System Upgrades
Date Issued: 11-30-2023

Owner's Project No.:
Engineer's Project No.: 2506-0QP21
Contractor's Project No.:

Effective Date of Work Change Directive: 11-30-2023

Contractor is directed to proceed promptly with the following change(s): Description: All work, testing, delays to contractor associated with the discovery of an abandoned sewer main that leaked oil into the sewer trench, delaying the installation of sewer main at the intersection of West St. and Rainbow Ave. Due to this emergency spill oil was pumped into the existing sewer main so it would not overflow the sewer trench and go overland to adjacent properties causing additional cleanup and remediation. This includes all time associated to mitigate the source and cause, all paperwork required to meet DEQ requirements.

Attachments:
None

Purpose for the Work Change Directive:
Emergency oil spill cleanup.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons. Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$25,000.00 [increase] [decrease] [not yet estimated].

Contract Time: 5 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price: unit price used as estimate

Lump Sum Unit Price Cost of the Work Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date: 11-30-2023	_____	_____

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer
Kody Ryan
Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
City Services Coordinator
Gena Micu



City Council
Curt Fjelstad
Kirk Hayes
John Henderson
Robert Kersch
Rian King-Chavez
Gregory Larkins
John Molendyke
Gordon Pierson

CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: COMMITTEE **TO:** FINANCE

Agenda Item Name: 2024 Street Maintenance Project Recommendation to Award

For Meeting on: 05/06/2024 **Staff Member/Committee Referring:** Public Works

Description of the item:

Recommendation of Award to Helena Sand and Gravel for the 2024 Street Maintenance Project, which consists of Rainbow Avenue Reconstruct and Mill and Over on Pennsylvania Ave., Park St., and Pavilion Lane in the amount of \$469,512.00. Also requested is a 10% contingency to expedite any potential change orders. Total amount requested is \$516,463.20.

Attachments:

Recommendation of Award Letter from Stahly Engineering.

Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

Public Works recommended the award and contingency at their April 23, 2024 meeting.

Recommended Motion/Action:

Recommend the City Council recommend the Award of the 2024 Street Maintenance Project to Helena Sand & Gravel with the extra budgeted amount for contingency.



www.seaeng.com

Engineers and Land Surveyors

851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594 | fax: 406-522-9528

April 10, 2024

Mr. Jordan Green
Chief Administrative Officer
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

RE: Recommendation of Award – 2024 Street Maintenance Project

Dear Jordan:

Construction bids for the 2024 Street Maintenance project were received and opened on April 2, 2024. Two bids were received and are within the requirements stated in the Bid Documents. We have reviewed the results, and no errors were found that affected the bids. Helena Sand & Gravel was the low bidder at \$469,512.00.

Stahly Engineering recommends that the City of Deer Lodge award the construction contract to Helena Sand & Gravel for the 2024 Street Maintenance for a contract price of \$469,512.00.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Thomson", written over a horizontal line.

Kurt Thomson, PE
Project Manager