



# FINANCE COMMITTEE AGENDA

August 5, 2024 – 4:30 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
  - a. Regular Meeting, July 1, 2024
3. **Public Comment** - *Limit to three minutes per person.*
4. **Continued Business.**
  - a. Marijuana Excise Tax Allocation – Jordan
5. **New Business**
  - a. Request for Abandonment of a Portion of the Sledding Hill – Jordan
  - b. Water Rights for New Well, HydroSolutions Task Order – Trent
  - c. UPS and Panel Upgrades at WWTP – Trent
  - d. 2022 Wastewater System Improvements Pay Application #2 – Trent
  - e. Passenger Refueling Area Professional Services Task Order – Jordan
  - f. Resolution 2024-R-16: Establishing Library Reserve Account – Jordan
  - g. ARPA Funding Update and Request for Funds for the State/Local Infrastructure Partnership Act – Jordan
  - h. Review and Sign July Claims – Stan/Jordan
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
  - a. Regular Meeting: Monday, September 9, 2024, at 4:30PM -Monday September 2<sup>nd</sup> closed for Labor Day.
8. **Adjournment.**

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## Finance Committee

### Members

Gordon Pierson (Chair) | Rob Kersch | John Henderson

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

July 1, 2024 – 4:30 pm | Council Chambers, City Hall

<b>Members Present:</b>	Gordon Pierson, Rob Kersch, John Henderson
<b>Members Absent:</b>	None
<b>Mayor:</b>	None
<b>CAO:</b>	Jordan Green
<b>Staff:</b>	Cyndi Thompson, Stan Glovan
<b>Guests:</b>	None

**1. Call Meeting to Order:**

- a. Chairman Pierson called the meeting to order at 4:30PM.

**2. Approval of Minutes:**

- a. Regular Meeting: June 3, 2024

Member Kersch motioned to approve minutes as presented. Member Henderson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

**3. Public Comment:**

- a. None

**4. Continued Business:**

- a. None

**5. New Business:**

- a. Review and Sign June Claims – Stan/Jordan  
Claims reviewed and signed by committee with recommendations to Council.
- b. Pickleball Funding Update – Jordan  
Some funds are appropriated for the pickleball court. Need a couple of bids and determine asphalt or concrete for the pad. This topic will be added to the Public Works Agenda for further review. Discuss at Public Works removing or leaving the basketball hoops. Once reviewed by Public Works this topic will come back to Finance Committee the beginning of August. Donations for this project can be accepted by Gena, our City Service Coordinator.

No motion, discussion only.

- c. iWorQ Software Business Licensing and Online Pay Features Contract – Jordan  
The City uses an online platform called iWorQ to track code enforcement and building permits. That price has historically been \$2,250/yr. iWorQ also has a program to track business licenses, and an online payment platform. These together would be an additional \$3,000/yr. This would allow better tracking and allow for electronic renewal notices and online payment for all programs. Currently, the City pays \$1,360/yr for BMS business licensing and approx. \$500/yr on postage for renewals.

Member Kersch motioned to approve and a recommendation to City Council. Member Henderson seconded the motion 3 Ayes, 0 Nos. Motion passed.

- d. Beaumont Place Addition Request for Temporary Abatement of Street Maintenance District Assessments – Jordan  
Lin Hicks, representing the Beaumont Place development, approached the Mayor and CAO several months ago about a potential temporary abatement on Street Maintenance District Assessments. A negotiation was reached to abate assessments for each lot for whatever is sooner: 1) 5 years have passed from final plat approval, or 2) a building permit has been pulled for that particular lot. As these lots do not generate traffic until built, they do not impact any roadways in town.

Member Kersch motioned to approve and a recommendation to City Council. Chairman Pierson seconded the motion 3 Ayes, 0 Nos. Motion passed.

- e. Marijuana Excise Tax Update and Discussion – Jordan  
In 2022, Powell County passed a 3% excise tax on recreational marijuana sales within the County. 1.45% goes to the City of Deer Lodge and a small percentage to the State. Now that the City has a dispensary, \$1,109.39 has been collected from the 3% tax. \$525.50 of that goes to the City. The County has dedicated their funds to public safety.

Discussion was made to use the funds to supplement the Police Department or the DUI Task Force or both.

This topic will be reviewed in City Council July 1<sup>st</sup> to receive any council comments. This will be back on Finance agenda in August to discuss further.

No motion made, discussion only.

**6. Committee Comments or Concerns:**

- a. None

**7. Announcement of Next Meeting:**

- a. Regular Meeting: Monday, August 5, 2024 at 4:30pm

**8. Adjournment:**

The meeting was adjourned at 5:05PM.

Prepared by: Cyndi Thompson, City Clerk

\_\_\_\_\_  
Gordon Pierson, Chairperson

\_\_\_\_\_  
Date

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## **Finance Committee Members**

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Gordon Pierson (Chair) | Rob Kersch | John Henderson

**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  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** Marijuana Excise Tax Update

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Finance

### **Description of the item:**

In 2022, Powell County passed a 3% excise tax on recreational marijuana sales within the County. 1.45% goes to the City of Deer Lodge and a small percentage to the State. Now that the City has a dispensary, \$1,109.39 has been collected from the 3% tax. \$525.50 of that goes to the City. The County has dedicated their funds to public safety.

### **Attachments:**

None

### **Previous Committee Engagement: (discussion, outcomes, recommendations, public comment)**

The Finance Committee discussed at their July meeting and continued the item for further discussion.

### **Recommended Motion/Action:**

A potential motion may be made for a certain use of the funds. Staff recommendation is for public safety.

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**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** Request for Abandonment of Portion of Sledding Hill

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Public Works

### **Description of the item:**

Scott and Lucinda Hoffman, 807 Montana Ave, are requested an abandonment of a 55'-wide stretch of the "Sledding Hill" parcel next to their property. The city land in question had harbored a stand of Aspen trees, since removed, and has been historically maintained by previous homeowners. More information can be found in the original staff report, attached, submitted to the Public Works Committee.

### **Attachments:**

1. ORIGINAL Staff Report submitted to the Public Works Committee. It does not include recommended changes from the Public Works Committee.

### **Previous Committee Engagement: (discussion, outcomes, recommendations, public comment)**

Public Works discussed at their June and July meetings. Changes from the Public Works recommendation are: increase size of abandonment to include the whole 55' wide area between Montana Ave and the alley for the same recommended cost; deduct the cost of tree removal paid by the applicant (\$1,500); and deduct half of the surveyor expenses.

### **Recommended Motion/Action:**

**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**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John J. Molendyke  
Gordon Pierson  
Ward 3 Vacant

## REQUEST FOR ABANDONMENT OF CITY OWNED PROPERTY REPORT

**Requested Abandonment: An approximately 4,262.5 square foot section of the "Sledding Hill" City parcel adjacent to Lots 5 of Block A of the Mountain View Addition (807 Montana Avenue)**

**Request by: Scott and Lucinda Hoffman**

**Prepared by: Jordan Green – City of Deer Lodge Chief Administrative Officer**

**Prepared for: City of Deer Lodge Public Works Committee**

**June 25, 2024**

**ORIGINAL STAFF REPORT SUBMITTED TO PUBLIC WORKS**

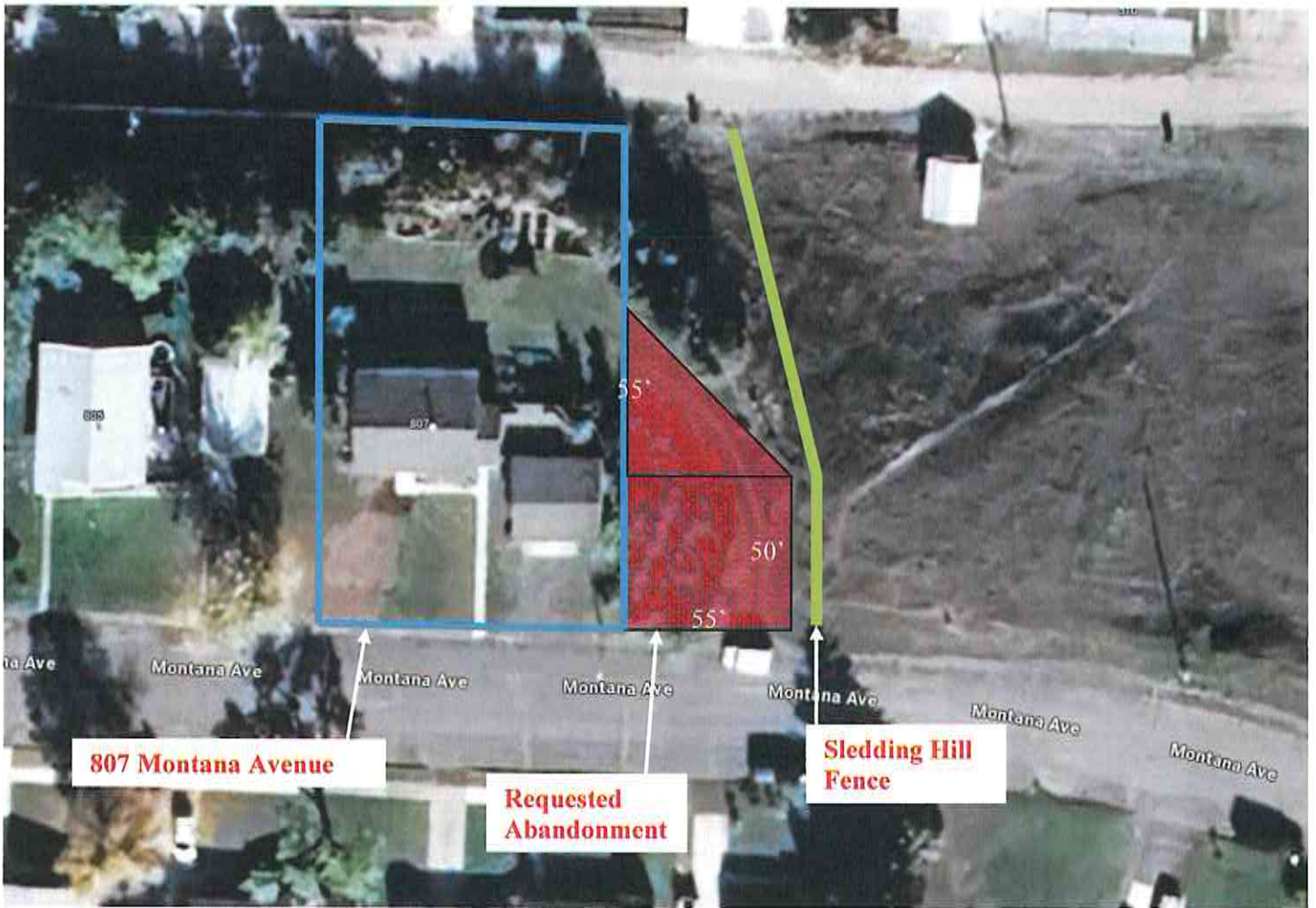
### **Request:**

Scott and Lucinda Hoffman, owners of the property at 807 Montana Avenue, have requested the City consider the abandonment of an approximately 4,262.5 square foot section of the "sledding hill" City parcel adjacent to their property.

### **Site Analysis:**

The land requested for abandonment (site) is a non-rectangular portion of the sledding hill property (S4, T7N, R9W, City Park in Block A of the Mountain View Addition) that is adjacent to 807 Montana Avenue (S4, T7N, R9W, Lot 5 of Block A of the Mountain View Addition). The site consists of a rectangle 55 feet in width and 50 feet in depth, and a right triangle 55 feet in width and 55 feet in depth. The total area is estimated based on these dimensions at 4,262.5 square feet. The site, and all nearby properties, are in the R-1, Residential, Single-Family, Low-Density District.

The requested abandonment is bound on the western edge by the applicant's property, and the eastern edge by a fence and a row of vegetation. North of the site, the sledding hill quickly lowers in elevation. Generally, everything contained within the land requested for abandonment is flat, and other areas of the sledding hill parcel are sloped. There is a stand of Aspen trees within the site, and an informal driveway follows the eastern edge of the site from Montana Avenue to access the backyard of 807 Montana Avenue. The site is maintained by the applicants, and the fence delineates that portion of the City property from the area that is utilized as the sledding hill. There are no utilities that exist in this area.



**Exhibit showing the approximate boundaries of 807 Montana Avenue and the approximate area of requested abandonment.**



**Exhibit showing the approximate boundaries of the proposed abandonment.**





**Satellite view from Montana Cadastral. Please note that boundary lines are incorrect on cadastral. This image is included as it more clearly indicates the fence, vegetation, and area of the sledding hill parcel maintained by the applicants.**

#### **Abandonment Analysis:**

Staff cannot find any current use of the site by either city employees or members of the public. There is no anticipated future use of the site, unless the City Council were to determine that the site could be utilized as additional park space should funding allow. However, the other flat parts of the park property may be better suited for public access, as they are closer to the road and more removed from adjacent residential properties (see the location of the old basketball court).

In addition, staff are aware that, many years ago, the City may have used National Parks Service Land and Water Conservation Fund (LWCF) monies to construct improvements on the sledding hill parcel. Current LWCF regulations require deed restrictions to be placed on any properties that dictate the land must remain as open recreation space in perpetuity. However, staff is not aware whether these restrictions are in place as they would be for a current LWCF-funded project and has never been able to find proof that a deed restriction was ever performed. Staff recommends that the Council require the applicants to perform title research to determine any applicable deed restrictions on the property. Staff is willing to help this process, but all title research fees should be paid by the applicant.

Based on this analysis, City Staff find no major impacts that would result from the abandonment request and recognize that the applicants have maintained the parcel for many years. Of highest concern are potential deed restrictions that may impact the sledding hill property. However, the approximately 4,262.5 square foot

property is the property of the taxpayers of the City of Deer Lodge, and the City should require compensation for the abandonment of public land. Staff approximated a sell price of \$13,725.25 to be attached to the deed for the benefit of the Public Works Committee and the City Council to recoup the loss of the public property.

This sell price was calculated as an average of the value per square foot of adjacent properties. The adjacent properties were selected on Montana Cadastral, which specifies every property's square footage. The 2024 appraisal of the land value for each property was divided by the number of square feet to calculate the value per square foot for each adjacent property. The average of these values was taken and applied to the square footage of the requested property abandonment. These calculations are shown below.

Adjacent Property	Square Feet	Land Taxable Value	Value/SF
West	13982	35672	2.55
North	8407	34823	4.14
South	11979	35415	2.96

Average value/SF	3.22
SF of Abandonment	4,262.5
<b>Abandonment value</b>	<b>\$13,725.25</b>

**Staff Recommendation:**

Staff recommends the abandonment of the City owned property described as the approximately 4,262.5 square foot portion of the sledding hill property as shown in this staff report to the applicant **for the sale price of \$13,725.25.**

Staff also recommends that the Council require the applicant to perform title research on both their property and the sledding hill property to determine whether this boundary line relocation and abandonment could occur based on any existing deed restrictions. Should there be any deed restrictions that impact or restrict this abandonment, then this abandonment request should be denied.

As the only adjacent property owner to the alley is the City of Deer Lodge, the applicant will not be required to get any letters of no contest to the abandonment.

Requiring a different sale price is at the discretion of the Public Works Committee and City Council.

Upon recommendation by the Public Works Committee, the petition will be scheduled for a duly noticed public hearing before the City Council in accordance with §7-1-4127, MCA. All public notice fees will be paid by the applicant. Should the Council resolve to sell the property by a two-thirds vote as required by §7-8-4201(2)a, MCA, the applicant will be responsible for contracting a licensed surveyor to perform a relocation of common boundaries, as well as generate a Quitclaim deed with the City of Deer Lodge to be filed with the Powell County Clerk and Recorder. These documents must be approved by the City and be in full adherence to City of Deer Lodge subdivision review exemption requirements. All surveyor, survey review, title fees, and filing fees will be the sole cost of the applicant.

Signed,

A handwritten signature in black ink, appearing to read 'Jordan Green', written in a cursive style.

Jordan Green – Chief Administrative Officer  
June 21, 2024

# Request for Abandonment of City Owned Property

## ABANDONMENT: "TO NO LONGER HAVE ANY RIGHT TO A PROPERTY"

The giving up of ownership and any present or future rights to real property by the lawful owner. Governing entities have the power to abandon publicly owned property if it is determined that the best interest of the public will be served by transferring ownership from the public sector to the private sector or from one entity to another. If abandonment is granted, the deed will be filed with the Powell County Clerk and Recorder.

Name of Applicant: Scott & Lucinda Hoffman  
Address of Applicant: 807 MONTANA AVE  
Telephone Number: 406-360-4064  
Property description of land requesting to be abandon: APPROXIMATELY 55' OF THE WEST BOUNDARY OF THE CITY PARK KNOWN AS "THE SLEDDING HILL."  
Ownership of adjoining property: CITY OF DEER LODGE

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners. N/A

Provide a site map indicating the property in question, with appropriate dimensions.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

Signature of Applicant: [Signature] Date: 6-11-24  
Received by: JORDAN GREEN Date: 6-12-24  
Forwarded to PUBLIC WORKS Committee on JUNE 25, 2024

Note: Request will not be considered without proper information  
Please allow at least four weeks lead time for preliminary review by the committee.  
Advertising and filing fees will be billed to the applicant

City of Deer Lodge  
300 Main Street  
Deer Lodge MT 59722-1098

## Site Map Explanation

We apologize for the quality of this site map. This was the best that Planning could do.

- (A) Represents what we believe is the actual property line.
- (B) Represents the approach presumably created by the Street Department
- (C) Represents the approximate line requested for abandonment.

If the actual property line for 807 Montana Ave sits at the edge of the garage in the picture (which is also the understanding of the property owner just west of 807 Montana Ave) then the property line is at, or near, a light pole located just east of the driveway approach at 807 Montana Ave. Based on this assumption, we measured from that point to the east side of the approach that would be part of the "Park" but actually is a driveway into the backyard of 807 Montana Ave.

If approved by the City Council, this abandonment would have NO impact on the Park or sledding hill.

The City has allowed for Aspen trees to overgrow the area in question and is now causing issues with the 807 Montana Ave property. With most properties in the area being well-kept, this section owned by the City, is obviously having an impact on local property values. Over the years, the prior property owners of 807 Montana Ave have made significant improvements to the section of property under consideration in the form of underground sprinklers, rock walls, grass, and vegetation. We will agree to bear the costs of clearing this section back to a reasonable and appealing section of the property. We estimate this cost to be approximately two-thousand dollars.

Jordan Green told me to look around at property values in the area in determination of what the value of this property would be. The best source I could think of was Grace at Powell County Title Company who told me she believed the property to have "0" value.

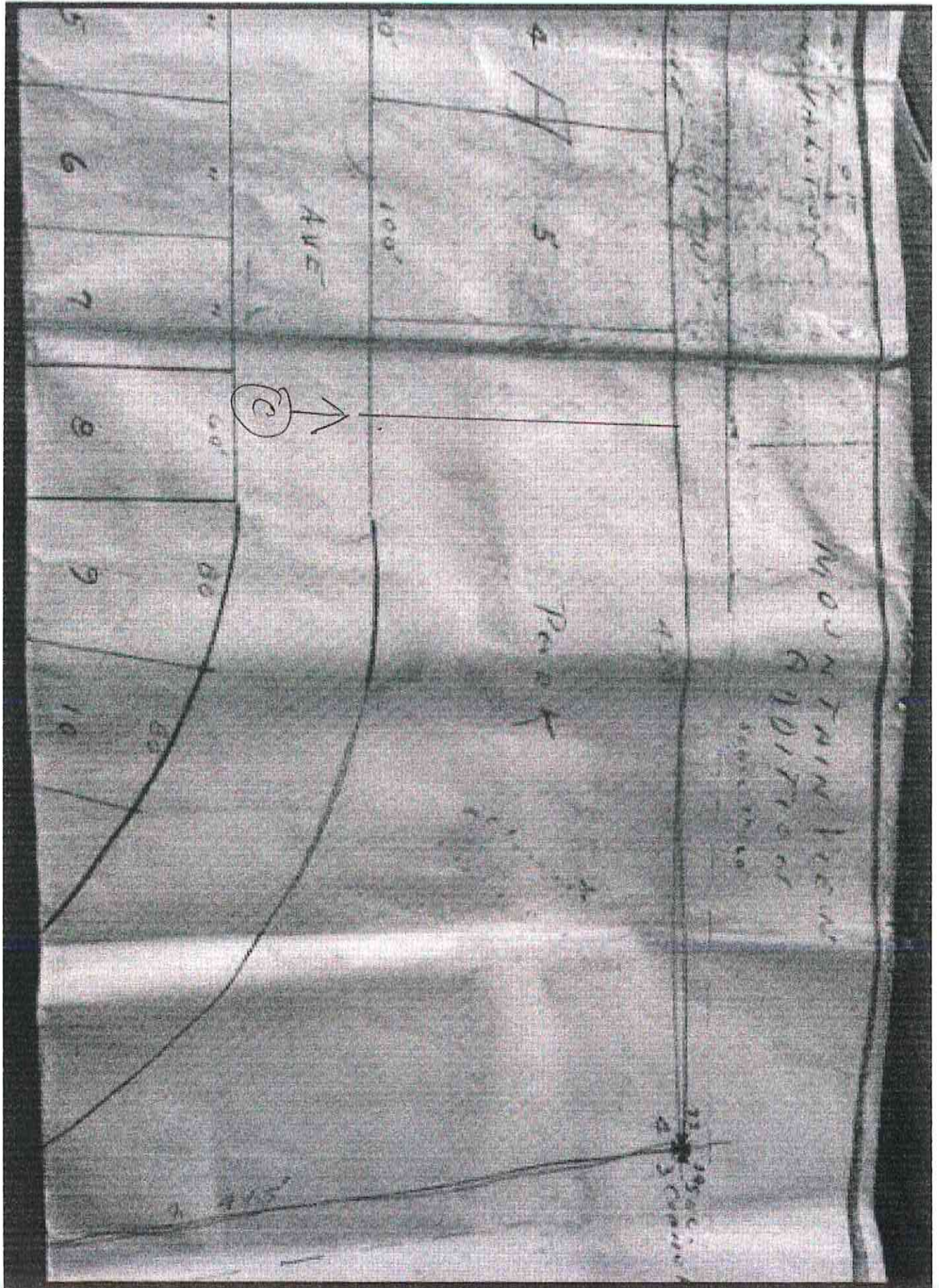
We agree to pay for the expenses in making this change, i.e. ads in the newspaper, surveying, and any other reasonable expenses the city may have for changing ownership.



ALLEY

(A) (B) (C)

MONTANA AVE



**Mayor**  
James Jess  
**Chief Administrative Officer**  
Jordan Green  
**City Attorney**  
Peter Elverum  
**City Clerk**  
Cyndi Thompson  
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William Fox  
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John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

**THIS AGENDA ITEM REFERRED BY:** COMMITTEE



**TO:** FINANCE



**Agenda Item Name:** Water Rights for New Well, Hydrosolutions Task Order

**For Meeting on:** 08/05/2024

**Staff Member/Committee Referring:** Public Works

**Description of the item:**

Water Rights Consulting Services for Phase 1 water rights work to permit the new Conley Public Water Supply Well #1 and review the status of Higgins Street and Conley 10396 wells. The first phase will consist of developing a strategy on how best to proceed with permitting the new Well for water rights. Cost estimated at \$5,000.

**Attachments:**

Proposal from Hydrosolutions

**Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

Public Works recommended approval of the proposal at their July meeting.

**Recommended Motion/Action:**

Recommend approval of the Hydrosolutions proposal to the City Council.





HydroSolutions®

July 8, 2024

City of Deer Lodge  
300 Main Street  
Deer Lodge, MT 59722

Attention: Mayor James Jess; Chief Administrative Officer Jordon Green; and  
Public Works Supervisor Trent Freeman

**Subject: Confirmation of Authorization for Phase I Water Rights  
Consulting Services, City of Deer Lodge, Montana**

**Sent Via Email:** [jgreen@cityofdeerlodgemt.gov](mailto:jgreen@cityofdeerlodgemt.gov); [jjess@cityofdeerlodgemt.gov](mailto:jjess@cityofdeerlodgemt.gov);  
[tfreeman@cityofdeerlodgemt.gov](mailto:tfreeman@cityofdeerlodgemt.gov)

Dear Sirs:

HydroSolutions Inc (HydroSolutions) is pleased to provide City of Deer Lodge (City) with this *Confirmation of Authorization (COA)* for water rights consulting services for Phase 1 water rights work to permit the new Conley PWS #1 well and review the status of Higgins Street and Conley 10396 wells. Upon your authorization, this COA will become a contract for professional services.

## **BACKGROUND**

The City currently relies on the Second Street Well and the Milwaukee Avenue Well for their potable public water supply. The Park Street Well was taken offline due to arsenic concentrations exceeding drinking water standards.

In June of 2023, the City drilled new public water supply (PWS) well Conley PWS #1. The well (GWIC 331318) was drilled to a total depth of 260 feet and completed in the alluvial aquifer with 12-inch casing. In February 2024, HydroSolutions Inc (HydroSolutions) conducted a 72-hour aquifer test of the Conley PWS #1 at an average discharge rate of 1,050 gallons per minute (gpm). The well has not been fully completed for operation, including final permitting through DEQ.

## **SCOPE OF SERVICES**

The following first phase is proposed to develop a strategy on how best to proceed with permitting the new Conley PWS #1 well.

### **Phase 1: Water Rights Scoping**

A May 2024 Technical Memorandum from HydroSolutions to the City recommended the following short-term tasks:

1. Attend a preapplication scoping meeting with DNRC to evaluate filing a redundant well notice for the new Conley PWS #1 Well. If redundant to the Park, Higgins, and Conley 10396 wells, a flow rate of 1,700 gpm from Conley PWS #1 Well could be utilized.
2. Proceed with the recommended short-term plan to evaluate its availability and effectiveness. If the City can effectively operate their municipal PWS under the redundant short-term plan, then a long-term plan may not be needed at this time.
3. Evaluate all available information on the flow rate and volume historically used for the Higgins Well and Conley 10396 wells.

Phase 1 Estimated Cost - \$5,000 with a timeline approximately one to two months

Expected Phase 2 work includes filing a Redundant Well Completion notice (DNRC Form 635). Prior to submission, an aquifer test on Conley PWS #1 at the 1,700-gpm flow rate needed to be fully redundant to the Park, Higgins, and 10396. This testing is needed to confirm the 1,700-gpm yield and to effectively size the pump. Work beyond Phase 1 will not be started until a scope of services and cost estimate for the next phase are approved and authorization by the City.

#### **Assumptions:**

- The time needed to complete this Phase I scope of services is one to two months, depending upon availability and responsiveness of DNRC and the time needed by HydroSolutions and the City to acquire all available information on the Higgins Street and Conley 10396 wells.
- A site visit will not be necessary.

#### **TERMS OF PAYMENT**

HydroSolutions will provide the services described herein on an hourly and unit cost basis in accordance with our prevailing *Schedule of Charges (4/1/24)*. HydroSolutions works on a time and materials basis, so you will be billed only for work performed and actual expenses incurred. You will be provided with monthly itemized invoices showing the dates of work, the person performing the work, their rates, and hours billed, and a brief description of the work performed. David Baldwin, Hydrogeologist V and Sr. Water Rights Specialist, will be the lead employee working on this project and will be assisted by David Donohue, Hydrogeologist VI, as needed. Mr. Baldwin is billed at an hourly rate of \$159. Mr. Donohue is billed at an hourly rate of \$172.

No subcontractors are expected for this work. However, if needed, subcontracted services will be marked up by a standard 10% unless you elect to contract directly with the subcontractors. Terms for payment are net 30 days with interest added to unpaid balances according to the attached *General Conditions (V.2018.06.14)*, which are a part of this contract.

#### **ACCEPTANCE AND SCHEDULE**

We appreciate the opportunity to present this proposal to you. If it is acceptable, please sign the Signature Page and return the original to us as written authorization to proceed with Phase 1.

Our work on this project can begin following receipt of your written authorization. The Signature Page can be faxed (443-6385) or scanned and returned via email, but we request that you also return the signed original via USPS mail.

If you have questions regarding this proposal, please call me at (406) 465-2765 or Dave Baldwin at (406) 431-7760, or email me at [davidd@hydrosi.com](mailto:davidd@hydrosi.com). We look forward to assisting the City with this project.

Respectfully Submitted,  
**HydroSolutions Inc**



David Donohue, Senior Hydrogeologist

Attachments: Signature Page  
General Conditions

## SIGNATURE PAGE

**Subject: Confirmation of Authorization for Phase I Water Rights Consulting Services, City of Deer Lodge, Montana**

Please proceed with the services described herein in accordance the terms of this Confirmation of Authorization and attached General Conditions.

\_\_\_\_\_  
Authorized Party (Name -- Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# General Conditions



## HydroSolutions Inc General Conditions

Our agreement with you consists of these General Conditions and the accompanying written proposal or confirmation of authorization, and any attachments noted.

### Section 1: Our Responsibilities

1.1 We will provide the professional services described in our written agreement with you, unless otherwise specified. We may provide you with a written report containing our professional evaluation and opinions, and if specified, our recommendations. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 Before entering into this Agreement, we will make a good faith effort to determine if any conflicts of interest (COIs) exist. However, if it is later determined that there is a COI, the contract can be terminated by either party (per Section 8.3), without penalty.

1.3 Our work will be conducted using appropriate procedures and protocols. We will comply with all existing applicable laws and regulations relating to our scope of services. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

1.4 There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time. We will reference our field observations and sampling to available reference points. We will not survey, set, or check the accuracy of those points unless we accept that duty in writing.

1.5 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept those duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.6 We cannot be held responsible for errors and omissions or the outcome of any services associated with work you have asked us to oversee but is out of our control.

1.7 We will be responsible only for our own health and safety on the job site.

1.8 We agree to treat as confidential and maintain in confidence all information relating to your business. Disclosure of information to others will be limited to that which is required or incidental to performance of our work for you, or as required by law.

### Section 2: Your Responsibilities

2.1 You will provide access to the site or other private property required for us to complete our work. We will use reasonable care to minimize damage to the site. In the course of our work some site damage is normal even when due care is exercised. We have not included the cost of restoration of normal damage in the estimated charges. At your option and expense, we will correct normal damage. We agree to be responsible for damage that is caused by our negligence.

2.2 You will provide us with information in your possession or control relating to subsurface conditions and contamination at the site.

2.3 You agree to provide us, in a timely manner, with the information that you have regarding buried objects located at the site. Prior to beginning our fieldwork, you agree to provide us with all your plans, changes in plans, and new information that refer to site conditions. You agree to hold us harmless from all claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not call to our attention or correctly show on the plans furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous materials in samples provided to us. You will provide us with information in your possession or control relating to contamination at the site. If we observe or suspect the presence of contaminants not anticipated in our agreement, we may terminate our work without liability to you or others, and we will be paid for the services we have provided.

2.5 Neither this agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Drilling, well installation, and remediation services may involve risk of cross-contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk, you agree to hold us harmless and indemnify us from cross contamination claims and damages, unless the loss is caused by our negligence.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from all claims related to disclosures made by us that are required by law and from all claims related to the informing or failure to inform the site owner of the discovery of contaminants.

### Section 3: Reports and Records

3.1 We will furnish our report to you in writing unless otherwise mutually agreed. We will retain pertinent records for five years and financial data for three years relating to the services performed.

3.2 All samples remaining after tests are conducted, and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials, at your expense.

3.3 Our reports, notes, calculations, and other documents are instruments of our service to you. Our reports are for your use only for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid a reasonable administrative fee.

3.4 If you do not pay for our services as agreed, we may retain all reports and work not yet delivered to you and all reports and other work in your possession must be returned to us. You may not use reports and other work for any purpose whatsoever until they are paid for in full.

#### Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our current Schedule of Charges. An estimated cost is not a firm figure (firm fixed price) unless stated as such.

4.2 We will submit invoices to you periodically for portions of work accomplished, and upon completion of the scope of services for the final balance. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at your expense.

4.3 You will notify us of billing disputes within 15 days of invoice receipt or you are responsible for full invoiced amount. Invoices are due upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.0% per month, but not to exceed the maximum rate allowed by law.

4.4 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement and we extend credit.

4.5 You agree to compensate us for our reasonable fees and expenses if we are required to respond to legal process arising out of a proceeding as to which we are not a party.

4.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

#### Section 5: Disputes, Damage and Risk Allocation

5.1 Disputes will be submitted to Alternative Dispute Resolution (ADR) as a condition precedent to litigation. Each of us will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Collections will not be submitted to ADR. The law of the state in which our servicing office is located will govern all disputes.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 10 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$100,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, you must notify us prior to beginning work.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our agreement and, at our option, terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorney fees. If you make a claim against us that is resolved in our favor, you will reimburse our

costs of defense, including but not limited to reasonable attorney and expert witness fees.

#### Section 6: Insurance

6.1 We represent and warrant that we and our agents, staff and consultants employed by us are protected by Workman's Compensation insurance or have appropriate exemptions, and that we have such coverage under public liability and property damage insurance policies that we deem to be adequate. Certificates for all such policies of insurance shall be provided to you upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save you harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage or liability arising from any acts by you, your agents, staff and any other consultants employed by you.

6.2 No insurance of whatever kind or type which may be carried by us is to be considered as in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials on any of your facilities.

#### Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom you are legally responsible.

7.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### Section 8: Miscellaneous Provisions

8.1 This agreement is our entire agreement, and it supersedes all prior agreements. It may be modified only in writing making specific reference to the provision modified.

8.2 Neither of us will assign this agreement without the written approval of the other, but we may subcontract work, as we deem necessary.

8.3 This agreement may be terminated by written notice from either party to the other. We will receive equitable compensation for all work performed, and will provide you with any partial or uncompleted work materials.

8.4 If we provide services in support of your engineering designs and are not retained to provide continuing services during implementation, you agree to hold us harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of our work provided by you or others.

End

Version: 20180614

**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**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** UPS and Panel Upgrades at WWTP

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Public Works

**Description of the item:**

The WWTP needs to upgrade the Uninterruptible Power Supply (UPS) devices that supply backup power for the Programmable Logic Controllers (PLCs). The current UPS's are outdated and can no longer be purchased. The quote from In Control is for 6 of the 11 UPS's at the treatment plant at \$11,325. The five additional UPS's that need updated will be purchased at a later date. Currently, there are three UPS's that are no longer functional and are bypassed to keep the PLC in operation.

**Attachments:**

Proposal #QP24062801-01

**Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

Public Works recommended approval of the proposal at their July meeting.

**Recommended Motion/Action:**

Recommend approval of the proposal to the City Council.





In Control, Inc.  
5301 E River Rd, Suite 108  
Fridley, MN 55421

## PROPOSAL # QP24062801-01

**To:** City of Deer Lodge

**Date:** June 28, 2024

**From:** Cade Beeton

**Valid:** 30 days

**Page:** 1 of 4

**Attn:** Trent Freeman

**Re:** Deer Lodge WWTP UPS Replacements & panel modifications

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 for replacement Uninterruptible Power Supplies (UPS's) for the Wastewater Treatment Plant (WWTP) control panels. The existing Emerson Sola UPS's are discontinued and obsolete. The existing UPS's are din rail mounted and have a manufacture-specific relay output card for UPS related status and alarms. This proposal includes the panel modifications necessary to install the new UPS's including wiring new relays for UPS related alarms and also wiring receptacles and pigtails for the new UPS's. With these panel modifications, changing the UPS's in the future will simply require replacing the existing UPS with a new one. In Control recommends using a true-online UPS for control panels versus a Line Interactive UPS, especially when there is generator backup power. This proposal also includes updates to the existing panel drawings.

The proposed UPS replacements are a true-online UPS and measure 9.9"H x 6.3"W x 13.9"D. It is recommended that each enclosure is checked to verify that the new UPS's will fit properly in the existing panels. A simple table or shelf may need to be constructed (by others) for the UPS's to sit on so they are not sitting on the existing conduit entries and wires.



## Proposed Materials and Services

### Item 1 - Professional Engineering Services as the System Integrator

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (2) 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
- E. Electronic drawings will be drafted and submitted for approval.

### Item 2 - WWTP Headworks Building SCP 3-LCP-01

In Control will furnish the following items and perform the panel modifications for installation.

1. Eaton 9SX 700VA Online UPS
2. Eaton 3PDT Power Relay and Relay Base
3. Receptacle
4. Pigtail cable

### Item 3 - WWTP Secondary Digester Building 6-LCP-01

In Control will furnish the following items and perform the panel modifications for installation.

1. (QTY: 2) Eaton 9SX 700VA Online UPS
2. (QTY: 2) Eaton 3PDT Power Relay and Relay Base
3. (QTY: 2) Receptacle
4. (QTY: 2) Pigtail cables

### Item 4 - WWTP UV Building Control Panel 7-XJB-01

In Control will furnish the following items and perform the panel modifications for installation.

1. Eaton 9SX 700VA Online UPS
2. Eaton Power Relay and Relay Base
3. Receptacle
4. Pigtail cable

### Item 5 - WWTP Aerobic Digester Corridor Panel 8-LCP

In Control will furnish the following items and perform the panel modifications for installation.

1. Eaton 9SX 700VA Online UPS
2. Eaton Power Relay and Relay Base
3. Receptacle
4. Pigtail cable

### Item 6 - WWTP NPW Building Control Panel 9-XJB-01

In Control will furnish the following items and perform the panel modifications for installation.

1. Eaton 9SX 700VA Online UPS
2. Eaton Power Relay and Relay Base
3. Receptacle
4. Pigtail cable

## Proposal Summary

The price for all items above is **\$11,325 USD** net total excluding sales and use taxes. Freight is included, FOB shipping point. Submittal and Equipment delivery dates will be scheduled to meet project substantial completion date or project milestones when stated.

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

### EXCLUSIONS:

Our proposal does not include the following:

- o Bonding, Permits, Licenses, or Fees of any kind
- o Removal, demolition, or disposal of existing equipment
- o Field installation of equipment, enclosures, instrumentation, or other products furnished
- o Fasteners or mounts, wire, raceway, or fittings required for field installed products
- o Termination of any field wiring such as line power, control signals, instrumentation, etc.
- o Normal and customary items furnished or provided by a general or electrical contractor
- o Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- o Network Media or Testing that are not defined in the scope of work detailed in this proposal
- o Any equipment or services that are not defined in the scope of work detailed in this proposal
- o 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

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

Signature: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Proposal Number: QP24062801-01

## 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.

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  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: STAFF MEMBER  TO: FINANCE

Agenda Item Name: 2022 Wastewater System Improvements Pay Application #2

For Meeting on: 08/05/2024 Staff Member/Committee Referring: Trent Freeman

### Description of the item:

Pay application #2 for the 2022 Wastewater System Improvements, Sewer Inflow and Infiltration Project, from MJD Contracting in the amount of \$320,165.01.

This pay application covers portions of the general requirements, testing, erosion and sedimentation control. The completion of the 6" slip lining and associated spot repairs. And the completion of the lining and bypass pumping of the lift station.

### Attachments:

Pay Application #2

### Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

N/A

### Recommended Motion/Action:

Motion to approve Pay Application #2 and refer to Council

# Contractor's Application For Payment No. 2

Application Period: 12/31/2023 To 7/26/2024	Application Date: 7/26/2024
From(Contractor): MJD Contracting, LLC.	Via(Engineer): Stahly Engineering
Contractor's Address: 12 Ponderosa Rd. Clancy, MT 59634	Engineer's Project No.: 2508-03Q21
Contractor's Project No.: 23012	

Owner: City of Deer Lodge
Project: 2022 Wastewater System Improvements
Owner's Contract No.:

Change Order Summary		Approved Change Orders	
Number	Additions	Deductions	
1	\$273,775.00		
2		\$46,920.00	
<b>TOTALS</b>		<b>\$273,775.00</b>	<b>\$46,920.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>			<b>\$226,855.00</b>

Payment Details		
1. ORIGINAL CONTRACT PRICE .....		\$ 879,845.00
2. Net change by Change Orders .....		\$ 226,855.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2) .....		\$ 1,106,700.00
4. TOTAL COMPLETED AND STORED TO DATE .....		\$ 770,800.00
5. RETAINAGE:		
a. 5% x \$770,800.00 Work Completed .....		\$38,540.00
b. 5% x \$0.00 Stored Material .....		\$0.00
c. Total Retainage (Line 5a + Line 5b) .....		\$38,540.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) .....		\$ 732,260.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....		\$ 408,661.00
8. AMOUNT EARNED THIS APPLICATION .....		\$ 323,599.00
9. LESS GROSS RECEIPTS TAX THIS APPLICATION(1%) .....		\$ 3,233.99
10. AMOUNT DUE THIS APPLICATION (Line 8- Line 9)		\$ 320,365.01
11. BALANCE TO FINISH, PLUS RETAINAGE .....		\$ 374,440.00

<p><b>Contractor's Certification</b></p> <p>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.</p>	
By:	Date: 7/29/24
_____ (Contractor)	

<p><b>Approval Section</b></p> <p>Payment of: \$ 320,165.01                  (Line 10 or other - attach explanation of other amount)</p>	
is recommended by:	(Date) 7-30-2024 (Engineer/Inspector)
Payment of: _____ Line 10 or other -attach explanation of other amount	(Date) _____ (Owner)
Is approved by: _____	(Date) _____ Funding Agency



**CHANGE ORDER NO.:2**

Owner: City of Deer Lodge  
 Engineer: Stahly Engineering  
 Contractor: MJD Contracting, LLC  
 Project: 2022 Wastewater System Improvements  
 Date Issued: 07-29-2024  
 Effective Date of Change Order: 07-29-2024

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 quantity changes for the deduction of 391 lineal feet of 6" CCIP.

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$879,845.00	Original Contract Times: Substantial Completion: 0 Ready for Final Payment: 0
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1 \$273,775.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. NA Substantial Completion: _____ Ready for Final Payment: _____
Contract Price prior to this Change Order: \$1,153,620.00	Contract Times prior to this Change Order: Substantial Completion: 0 Ready for Final Payment: 0
[Increase] [Decrease] this Change Order: \$46,920.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$1,106,700.00	Contract Times with all approved Change Orders: Substantial Completion: 0 Ready for Final Payment: 0

Recommended by Engineer (if required)

By: [Signature]

Title: Project Manager

Date: 7-29-2024

Accepted by Contractor

By: [Signature]

Title: Member

Date: 7/29/24

Authorized by Owner

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**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**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** Passenger Refueling Area Professional Services Task Order

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Jordan Green

**Description of the item:**

Hydrometrics has submitted Task Order #7 for continued work under our existing 2020 Professional Services Agreement to continue work at the Passenger Refueling Area (PRA). Project is substantially grant funded. Scope of work consists of soil characterization, additional soil removal (continuation of last project), and updated petroleum hydrocarbon groundwater characterization. Ultimate result will be finalization of soil removal and generation of a groundwater Cleanup Proposal.

**Attachments:**

- 1) Hydrometrics 2020 Master Professional Services Agreement
- 2) Hydrometrics Task Order #7

**Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

None.

**Recommended Motion/Action:**

Recommend approval of the task order to the City Council.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, dated as of the 25<sup>th</sup> day of February 2020, is by and between **City of Deer Lodge**, whose address is 300 Main Street, Deer Lodge, MT 59722, hereinafter collectively called the "Company" and **Hydrometrics, Inc.** whose address is 3020 Bozeman Ave., Helena, MT 59601, hereinafter called the "Contractor."

All communications, correspondence and inquires, whether oral or written in nature, concerning the performance of this Contract for Services shall be directed to:

Hydrometrics, Inc.  
Attention: Michael R. Wignot  
3020 Bozeman Ave  
Helena, MT 59601

THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. SCOPE OF SERVICES

Exhibit A, **Master Services Agreement for Professional Environmental Services Associated with the Milwaukee Roundhouse PRA CECRA Site**, hereto sets forth the scope of Contractor's services which are incorporated herein along with any other Exhibit and constitute the "Contract Documents." In the event of any inconsistency between this Agreement and the Contract Documents, the terms of this Agreement shall control, and in the event of any inconsistency between Exhibit A and the Contract Documents other than this Agreement, this Agreement shall control.

The parties may, at any time, by written agreement, change, modify or add work, or direct the omission of work and services. If such changes require a change in the time of performance of the work called for hereunder, the rates indicated in the Contract Documents shall be adjusted by reason of any modification issued under this Section.

Neither this Agreement nor the providing of services will operate to make Contractor an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Company agrees to hold harmless and indemnify Contractor from any such claim or loss.

### 2. TIME FOR PERFORMANCE

Contractor shall commence work on or about the date of this Agreement and shall continue said work until canceled or suspended with sixty (60) days prior written notice.

## **2A. MATERIALS, EQUIPMENT AND LABOR**

Subject to the provisions of Exhibit B, the fee schedules as revised annually, or any other Contract Document, Contractor undertakes and agrees to furnish and pay for all materials, supplies, labor, transportation, tools, equipment, services and supervision necessary to perform the services herein described.

## **3. PAYMENTS**

Company undertakes and agrees to pay Contractor for doing and performing the work herein specified on the basis described below, and Contractor agrees to accept in full payment for such work at the unit prices and hourly rates specified in Exhibit B attached and updated annually. Contractor agrees that the total fee for services provided hereunder shall not exceed the amount specified in Exhibit B, unless prior approval is given by the Company. It is understood that all tasks involving hourly rates will be mutually agreed upon in writing prior to beginning such tasks.

Contractor will present to Company on or before the 25th of each month an invoice, in such detail as may be requested by Company, covering all the compensation for the prior month and including a list of the hours worked, rates, and total charges of each compensation category listed in the Contract Documents. Each invoice shall be supported with reasonable documentation necessary to substantiate the costs and charges. Company will pay Contractor the amount due within fourteen (14) days after date of the invoice. Amounts past due are subject to an annual interest rate of 10%, compounded monthly.

Final payment shall be made by Company within fourteen (14) days upon completion of the work by Contractor in a satisfactory manner and upon Contractor furnishing Company with a satisfactory final invoice.

If Company does not pay for Contractor's services as agreed, Contractor may suspend all work not yet performed for Company, all other reports and other work in possession of Company will be returned to Contractor upon demand, and reports and other work will not be used by Company for any purpose whatsoever until all invoices are paid in full.

In addition to compensation for services performed under this Agreement, Company agrees to compensate Contractor for reasonable expenses incurred if Contractor is required to respond to legal process related to Contractor's services for Company that arise out of a legal action or proceeding to which Contractor is not a party.

**4. PAYMENTS WITHHELD**

Company may withhold all or part of any payment to the extent necessary to protect Company from loss or damage as a result of (a) damaged or defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Company, (c) a reasonable doubt that this contract can be completed for the balance then unpaid, or (d) damage to Company's property.

**5. LIENS**

If any lien remains unsatisfied after payment of the full contract price has been made, Contractor shall refund to Company all moneys that the latter may be compelled to pay in discharging such lien, including all costs, expenses and a reasonable attorney's fee.

**6. GUARANTY BONDS**

If Company has so requested prior to the signing of this Contract, Contractor, at the option of Company, agrees to furnish or permit Company to secure bonds in the full amount of the contract written by a surety company designated by, or otherwise satisfactory to, Company, guaranteeing and conditioned for the full, complete and faithful performance of this contract by Contractor and for the payment of claims for labor performed or materials furnished in connection herewith, all in accordance with the terms of the bonds.

The premium for the bonds will be paid by Company and must not be included by Contractor in the contract price. In the event Company elects to secure such bonds, Contractor agrees to sign the required application, to furnish necessary financial statements and financial guarantees, and to otherwise cooperate with Company, in securing the bonds. If any change in work is authorized pursuant to the terms of this Contract, Contractor shall cooperate with Company so as to ensure Company's ability to secure and maintain bonds for the same.

**7. TITLE TO THE WORK**

Title to all work completed or in the course of construction shall be in the name of Company and title to all materials to be incorporated in the work shall be in the name of Company as soon as they are delivered on the site of the job.

**8. INSPECTION AND REPAIR**

Contractor shall provide safe and proper facilities at all times for the inspection of the work by Company, and shall as soon as practicable after written notice from Company, at Contractor's sole expense, replace and repair any materials or portions of the work which Company, in its sole discretion, shall deem defective or otherwise

not in compliance with the specifications, design or performance requirements set forth in this contract and make good all work damaged or destroyed thereby, whether or not there shall be a dispute with respect to any of the foregoing. Any such dispute shall be settled by arbitration.

**9. PROTECTION BY CONTRACTOR**

Contractor at all times shall maintain adequate protection of the work from damage and shall protect Company's property and all persons thereon from injury, damage or loss by reason of any act or omission of Contractor or any Subcontractor. Where such damage includes damage to the work it shall be repaired at the expense of Contractor.

Contractor shall use its best judgment and skill in dealing with labor matters, and take all reasonable steps to avoid labor disputes. In the event of any strike or threat of strike, slowdowns, featherbedding, or other like practices, Contractor shall apprise Company of all relevant facts and implications of the particular labor problem involved, and shall consult in good faith with Company in an endeavor to reach a mutually satisfactory solution to such labor problem and, so far as reasonably possible, to protect Company against delays affecting the work or damage or losses to its other operations.

**10. CONTRACTOR'S INSURANCE**

Contractor shall, for the mutual protection and benefit of both Company and Contractor, procure, pay for and maintain in full force and effect, at all times during the performance of the work and until final acceptance of the work, policies of insurance issued by carriers acceptable to Company that afford the following coverages:

**Insurance**

**Minimum Contract Requirement**

Workers' Compensation

Statutory

Employers' Liability

Not Less than \$500,000

Comprehensive General Liability including Independent Contractor's Broad Form Contractual, Broad Form Property Damage, Personal Injury, Completed Operations and Products Coverages (Such Completed Operations and Products coverages shall be provided for a period of two (2) years after final completion and final acceptance of the work by Company), and deletion of any

Not less than \$1,000,000 combined single limit for both bodily injury and property damage

exclusion pertaining to explosion, collapse, underground property damage, radiation and pollution hazards.

Professional Liability	Not less than \$1,000,000 for each expense and aggregate limits
Comprehensive Automobile Liability including Owned, Non-Owned, and Hired car coverages	Not less than \$1,000,000 combined single limit for both bodily injury and property damage

Contractor hereby agrees to deliver to Company, at least ten (10) business days of the date hereof and prior to any equipment or personnel being brought onto Company's premises in accordance with the terms of this Agreement, Certificates of Insurance evidencing the above coverage with limits not less than those specified above. Such Certificates, with the exception of Workers' Compensation shall name Company, its subsidiaries, directors, officers, agents and employees as additional insured and shall expressly provide that the interest of same therein shall not be affected by any breach by Contractor of any policy provision for which such Certificates evidence coverage. All policies except Workers Compensation and auto liability shall contain endorsements waiving the insurers' right of subrogation against Company, its subsidiaries, agents and affiliated companies, and their directors, officers, agents and employees, and shall expressly provide that no less than thirty (30) days prior written notice shall be given Company in the event of material alteration to or cancellation of the coverage evidenced by such Certificates.

## **11. INDEMNITY BY CONTRACTOR**

Contractor hereby agrees to protect, defend, indemnify and hold harmless Company, its affiliated companies and their directors, officers, agents, servants and employees (hereafter individually and collectively referred to as "Indemnities") from and against any and all penalties, fines, awards, settlements and losses (economic or otherwise) suffered or incurred by the Indemnities on account of any suit(s), action(s), demand(s), claim(s), proceeding(s), liability or damages of any character and from and against all costs and expenses, including attorney fees incidental to the defense and settlement of the same whether alleged, threatened or commenced by or in favor of any governmental or other entity or by any person or persons against the Indemnities on account of the violation of any applicable law or ordinances, personal injury (including death, disability, sickness and any loss arising therefrom) or environmental, property (including the loss of use resulting therefrom) or other damages, arising out of, alleged to arise out of or in any way otherwise attributable in whole or in part of the acts, errors, negligence, omissions (including but not limited to the failure to observe Company's safety rules and all applicable laws, regulations and ordinances) or misconduct of Contractor, its agents, employees, subcontractors or other party under Contractor's direction or control occurring in connection with the

performance or failure of performance of the services of completion of the work contracted for herein provided that Contractor shall not be required to indemnify the Indemnities against any loss caused by the sole negligence of one or more of the Indemnities. This indemnity shall survive termination of the Contract. Contractor accepts all risk of injury or damage and all responsibility for any claims or damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or other like or unlike equipment used by Contractor or any Subcontractor, even though such equipment may be furnished or loaned to Contractor or any such Subcontractor by Company, and shall indemnify Company against all such claims.

Company hereby agrees to protect, defend, indemnify and hold harmless Contractor, its directors, officers, or agents from and against any and all penalties, fines, expenses, losses, suit(s), action(s), claim(s), or proceeding(s), liability or damages and from and against all costs and expenses, suit(s), action(s), claim(s) or proceeding(s) brought by or in favor of any state, county or other governmental agency or instrumentality or by any person or persons against Contractor, its directors, officers, or agents on account of the violation of any applicable laws or ordinances, bodily injury including death, disability, sickness and any loss arising therefrom or property or other damages, arising out of, occasioned by or in any way attributable to the negligent acts or omissions of Company its agents, employees, subcontractors or representatives for performance of services as set forth in this Agreement. This indemnity shall survive the termination of this Agreement.

## **12. COMPANY'S RESPONSIBILITY FOR CERTAIN CASUALTIES**

Company shall be responsible for all damage to the work, including all materials and equipment owned by Company on or about the premises intended for permanent use in the project or incidental to the construction thereof and included in the total cost of the work.

Company may during the process of the work, maintain and pay for property insurance to cover the work during construction with such deductible as it may at its sole discretion choose or Company may at its sole option completely self-insure same.

If Contractor desires any other insurance, beyond that provided by Company to protect Contractor's temporary structures, materials, hand tools, machinery and equipment, Contractor may obtain and pay for same.

## **13. COMPLIANCE WITH LAWS AND ORDINANCES**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, bearing on the conduct of the work as drawn and specified. If Contractor performs any work contrary to such law, ordinance, rule or regulations, Contractor shall bear all costs arising therefrom, in particular, but without limiting the scope of

the foregoing, Contractor shall, and shall cause any Subcontractor, to comply with the terms and provisions of the Occupational Safety and Health Act of 1970, Mine Safety and Health Act of 1977 (where appropriate) and all applicable rules, regulations, orders and occupational safety and health standards promulgated under and issued pursuant to such Acts in the discharge of its duties and obligations hereunder.

If for any reason Contractor's or any Subcontractor's employees or agents acquire a status imposing liability on Company for employer's contributions or taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, any State Unemployment Tax or Wage Protection Act, or any other Act, Contractor shall be exclusively liable for, and shall indemnify Company against, the same and agrees to comply with all such laws and regulations so as to relieve Company from any and all liability therefor and from the responsibility of making reports or keeping records with respect thereto.

Company will provide health and safety programs for its employees, but Company will not be responsible for Contractor, job, or site health or safety unless Company accepts that duty in writing.

#### **14. PATENTS**

Contractor shall indemnify and hold harmless Company against and from any and all claims, losses, costs, damages, expenses, actions or other proceedings, growing out of or resulting from infringement of any patent by Contractor or any Subcontractor in the performance of this Contract, except that this provision shall not apply to patented articles or processes specified in drawings or specifications furnished by Company provided any such claim is not attributable to Contractor's negligence in the use of such patented articles or processes. This indemnity shall survive termination of the Contract.

#### **15. CHANGES IN WORK**

Company, without invalidating this Contract, may at any time order extra work or make changes by altering, adding to or deducting from the work. Such order may be made by Company on its own behalf or at the request of Contractor, upon discovery by Contractor of any discrepancy between the plans and the physical conditions encountered. If such extra work or changes involve a change in cost, the contract price shall be increased or decreased by the fair value thereof. Company will itemize the changes to be made and upon receipt of written notice of same, Contractor agrees to submit promptly to Company, in triplicate, an itemized statement of his calculations of the adjustment in the contract price resulting from the changes or extra work. This must be done before work on the change is begun unless Company gives written order to proceed immediately. No work or change shall be made, except by written order of Company and no claim for an addition to the contract price shall be valid unless the additional work was so ordered. Any dispute under this Article shall be subject to arbitration.



**16. COMPANY'S RIGHT TO TERMINATE CONTRACT**

If any proceeding is instituted by or against Contractor seeking to adjudicate a bankruptcy or insolvency, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the entry of an order of relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property, or if Contractor shall admit its inability or fails to pay its debts generally, or shall make a general assignment for the benefit of its creditors, or if Contractor at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to Subcontractors or for material or labor, or disregard laws, ordinances or the instructions of Company, or otherwise be guilty of a substantial violation of any provision of this Contract which Contractor shall have failed to correct promptly after service of written notice thereof by Company, then Company may, without prejudice to any other right or remedy, terminate the employment of Contractor for Contractor's default and take possession of the premise and of all materials, tools and appliances thereon and finish the work by whatever method Company may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed all the general damages of Company caused by Contractor's default, including but not limited to any financial losses or expenses incurred or suffered by Company as a result of a delay in the completion of the work and expense of finishing the work and compensation of Company for Company's managerial and administrative services, such excess shall be paid to Contractor.

If such damages shall exceed such unpaid balance, Contractor shall pay the difference promptly to Company.

**17. COMPANY'S RIGHT TO TERMINATE CONTRACT WITHOUT CAUSE**

Company may at any time terminate Contractor's services under the Contract for any reason whatsoever by giving Contractor not less than fifteen (15) days written notice of termination setting forth the effective date of termination. In the event of such termination, Company shall pay to Contractor (a) its reimbursable costs for services performed prior to the effective date of such termination, less payments previously paid by Company on account thereof, (b) all other reimbursable costs and expenses which Contractor may incur as a result of such termination, including relocation of Contractor's field personnel and such other costs and expenses as may be approved by Company, and (c) an equitable portion of the profit based upon the actual work performed at the time of termination less any payment on account of profit which had been previously made. Except as may be otherwise expressly provided herein,

Contractor shall not be entitled to demand any damages, compensation or indemnity of any kind as a consequence of such termination.

**18. CORRECTION OF WORK AFTER PAYMENT**

Neither payment nor any provision in this Contract shall relieve Contractor of responsibility for faulty materials or workmanship and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of completion of Contractor's work hereunder. Company shall give notice of observed defects with reasonable promptness. Any dispute under this Article shall be subject to arbitration.

**19. ARBITRATION**

If any controversy, claim, dispute or question shall arise between the parties in respect of the construction, meaning or effect of this Contract or anything contained in it, or the rights and liabilities of the parties hereunder or otherwise in relation to this Contract, then every such controversy, claim, dispute or question shall be decided by arbitration in accordance with the rules of the American Arbitration Association. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of demand for arbitration will be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration will be made within a reasonable time after the controversy, claim, dispute or question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such controversy, claim, dispute or question would be barred by the applicable statute of limitations. An award rendered pursuant to arbitration will be final and judgment may be entered in any court having jurisdiction thereof.

**20. SUBCONTRACTS**

Contractor will not employ any Subcontractor without the prior written approval of Company and Contractor shall require each Subcontractor to execute a contract in writing containing provisions similar to all provisions of this contract which are in any way applicable to such Subcontractor and which will obligate such Subcontractor to comply with and perform all such provisions herein. Nothing herein shall create a contractual relationship between any Subcontractor and Company.

**21. ASSIGNMENT**

Contractor shall not assign nor subcontract this Contract in whole or in part, nor shall Contractor assign any moneys due or to become due Contractor hereunder without the prior written consent of Company.

**22. COORDINATION OF WORK**

Contractor shall conduct the work hereunder so as to cause a minimum of interference with Company's operation. Where interference with Company's operations becomes absolutely necessary, permission shall be requested by Contractor not less than seventy-two (72) hours in advance.

**23. UNDERTAKINGS BY COMPANY**

Company agrees to obtain and pay for any permits, licenses and easements required for permanent structures or changes, and, to the extent practicable without interference with operations, to furnish Contractor, free of charge, for its use during the construction electricity, water, steam and compressed air required for construction purposes, at the voltage and pressure currently available at Company's said facility, to a point adjacent to or within \_ feet of the site, but Contractor will be required to make the necessary connections, provide approved shut-off and safety devices and furnish and install all temporary lines required to bring them to the point of use.

**24. APPLICABLE LAW**

This contract shall be construed and enforced in accordance with the laws of the state where the work hereunder is to be performed.

**25. TECHNICAL INFORMATION**

The term "technical information" as used in this agreement includes, but is not limited to technical data, reports, models, drawings, specifications, operating manuals, designs, computations, formulas, apparatus, processes, patentable or unpatentable inventions and other engineering data. Contractor agrees to accept Company's decisions as to whether any particular information is technical information or is technical information that has been made or conceived under this agreement.

It is understood that in the course of Contractor's performance hereunder, Contractor may learn or have access to technical information of Company. Contractor agrees that Contractor or contractor's personnel will keep in confidence all such technical information of Company and that Contractor and that contractor's personnel will not use or disclose the same without Company's written consent, either during the term of this agreement or at any time thereafter.

Contractor agrees to disclose to Company all technical information made or conceived by you or your personnel in performance, or resulting from performance, under this agreement. Contractor agrees that all such technical information made or conceived by Contractor or Contractor's personnel shall become and remain the free and unrestricted property of Company and that you shall assign or cause the same to be assigned to Company. Contractor or Contractor's personnel agree to keep in

confidence all such technical information made or conceived by Contractor or Contractor's personnel and that Contractor or Contractor's personnel will not use or disclose the same without Company's written consent, either during the term of this agreement or at any time thereafter.

Contractor or Contractor's personnel agree, upon the request and at the expense of Company, to make or cause contractor's personnel to make applications for Letters of Patent in such countries as Company may designate on those of the aforesaid assigned inventions which Company believes to be patentable; and to assign all such applications to Company or its order; and to give Company, its attorneys and solicitors all reasonable assistance in preparing such applications, and in prosecuting such applications in the patent office or offices involved and in defending and enforcing any patent that may be issued upon any such application; and to execute all papers that may be reasonable required in the prosecution of such applications or to vest in Company or its assigns said inventions, applications and Letters of Patent.

**26. FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they cannot reasonably have foreseen and guarded against. Force majeure includes but is not limited to, acts of God, labor disputes, financial crisis, fires, riots, civil commotion or civil unrest, incendiarism, interference by civil or governmental authorities, and acts of war (declared or undeclared).

**27. AUDIT**

Company shall have the right, to be exercised in writing not later than six (6) months after receipt of final invoice, to have its auditors review such records of Contractor as may be necessary to substantiate calculations and figures utilized by Contractor in determining billing procedures and amount.

**28. NOTICE**

Whenever in this Agreement it is provided that notice or demand be given by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail addressed as follows:

To Company at: City of Deer Lodge  
300 Main Street  
Deer Lodge, MT 59722

To Contractor at: Mr. Michael R. Wignot, President  
Hydrometrics, Inc.  
3020 Bozeman Avenue  
Helena, MT 59601

Any party to whom notice is required to be given may change such address by written notice by certified or registered mail to the other party.

**29. ENTIRE AGREEMENT AND AMENDMENTS**

This instrument contains the entire Agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by both parties.

**30. SEVERABILITY**

If any portion of this Agreement is found to be invalid or unenforceable, the validity of the remaining provisions of the Agreement shall not be affected.

**31. SOLICITATION OF EMPLOYEES**

During the term of this contract and for one year thereafter, subcontractor shall not solicit or offer employment to any individual employed by or under contract to Contractor, or its affiliated and associated companies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**COMPANY**  
**(City of Deer Lodge)**


by: \_\_\_\_\_  
Signature

by: \_\_\_\_\_  
Print Name

its: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

**CONTRACTOR**  
**(Hydrometrics, Inc.)**

by:   
Signature

by: Michael R. Wignot  
Print Name

its: President  
Print Title

2/25/2020  
Date

**EXHIBIT A**

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL  
ENVIRONMENTAL SERVICES ASSOCIATED WITH  
THE MILWAUKEE ROUNDHOUSE PRA CECRA SITE**

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL  
ENVIRONMENTAL SERVICES ASSOCIATED WITH  
THE MILWAUKEE ROUNDHOUSE PRA CECRA SITE**

**Anticipated professional environmental services at the Milwaukee Roundhouse PRA CECRA Site include:**

- Grant Application Support;
- Correspondence & Project Management;
- Environmental Work Plans;
- Health and Safety Plans;
- Quality Assurance Project Plans;
- Sample Analysis Project Plans;
- Bid Package and Contract Documents;
- Monitoring Well Design;
- Permits;
- Bidding Services;
- Construction Administration;
- Field Work and Confirmation Sampling;
- Groundwater, Surface Water and Soil Sampling;
- Preparation of Construction Completion Report;
- Surveying;
- VCRA Environmental Assessments;
- MEPA documents; and
- Other state and federal environmental documents and permits as necessary for this site.

Future Tasks Orders and associated scopes of work, budgets, and schedules will be developed for approval before work commences.



**EXHIBIT B**

**HYDROMETRICS, INC.**

**FEE SCHEDULE**

## YEAR 2020

## PROFESSIONAL FEE SCHEDULE

Position	Rate (\$ per hour)
Specialist I*	\$57.00
Specialist II*	\$65.00
Specialist III*	\$77.00
Specialist IV*	\$82.00
Specialist V*	\$89.00
Specialist, Senior*	\$93.00
Technician I*	\$65.00
Technician II*	\$78.00
Technician III*	\$87.00
Technician IV*	\$91.00
Technician V*	\$95.00
Technician, Senior	\$99.00
Engineer/Scientist I	\$91.00
Engineer/Scientist II	\$107.00
Engineer/Scientist III	\$120.00
Engineer/Scientist IV	\$131.00
Engineer/Scientist V	\$141.00
Engineer/Scientist VI	\$147.00
Registered Professional	\$153.00
Project Manager I	\$129.00
Project Manager II	\$138.00
Project Manager III	\$145.00
Project Manager IV	\$148.00
Project Manager V	\$153.00
Project Manager VI	\$158.00

- \* These positions charged at rate shown plus 25% for time over 8 hours/day or 40 hours/week or on holidays and weekends.
- All expert witness fees are charged at 1.5 times the rates shown above.
- Terms -- A finance charge equivalent to an annual interest rate of 10%, compounded monthly will be charged on all bills 30 days past due from invoice date.
- Internal costs for telephone, cell phones, internet and faxes will be covered by a 1.5% communication fee based on total labor costs.

**YEAR 2020**  
**EQUIPMENT AND SERVICE RATES**

	<b>Hour<sup>1</sup></b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
<b>VEHICLES</b>				
Cars	\$0.60/mile	\$35.00	\$105.00	\$315.00
1/2 or 3/4 ton 4x4 Truck	\$0.75/mile	\$60.00	\$180.00	\$540.00
ATV Side-by-Side		\$150.00	\$450.00	\$1,350.00
ATV Side-by-Side with Track System		\$200.00	\$600.00	\$1,800.00
<b>TRAILERS</b>				
Casing/Utility Trailer		\$65.00	\$195.00	\$585.00
Enclosed Trailer		\$83.00	\$249.00	\$747.00
ATV Sample Trailer		\$42.00	\$126.00	\$378.00
6' x 12' Utility Trailer		\$44.00	\$132.00	\$396.00
<b>PUMPS</b>				
110V Centrifugal Pump 1¼"		\$21.00	\$63.00	\$189.00
½, 1, 3hp Submersible Pump		\$52.00	\$156.00	\$468.00
5-15hp Submersible Pump		\$88.00	\$264.00	\$792.00
2" 3hp or 5hp Centrifugal Pump		\$32.00	\$96.00	\$288.00
High Volume Tubing Pump		\$73.00	\$219.00	\$657.00
Peristaltic Pump		\$38.00	\$114.00	\$342.00
Waterra Pump		\$100.00	\$300.00	\$900.00
<b>PUMP SYSTEMS</b>				
2" GeoSub Pump System (with controller)		\$150.00	\$450.00	\$1,350.00
2" Grundfos Pump System (with controller)		\$240.00	\$720.00	\$2,160.00
Grundfos Control Box (box only)		\$100.00	\$300.00	\$900.00
ISCO Bladder Pump System		\$130.00	\$390.00	\$1,170.00
Geotech Bladder Pump with Compressor		\$75.00	\$225.00	\$675.00
12V 2" Pump System		\$60.00	\$180.00	\$540.00
3" Grundfos Redi-Flo Pump System		\$300.00	\$900.00	\$2,700.00
2" Grundfos Pump (Deep Retrieval System)		\$42.00	\$126.00	\$378.00
<b>DISCHARGE HOSE</b>				
2" Discharge hose (per 100 ft)		\$2.10	\$6.30	\$18.90
4" Discharge hose (per 100 ft)		\$10.50	\$31.50	\$94.50
6" Discharge hose (per 50 ft)		\$23.00	\$69.00	\$207.00
<b>GENERATORS</b>				
Portable Honda 2000W Generator		\$65.00	\$195.00	\$585.00
Portable 4.5, 5, 6.5, 7.0 & 7.5 kW Generator		\$80.00	\$240.00	\$720.00
<b>METERS</b>				
2" Trident Flow Meter		\$20.00	\$60.00	\$180.00
4" Trident Flow Meter		\$35.00	\$105.00	\$315.00
SeaMetrics Flow Meter (1"; 1-80 gpm)		\$100.00	\$300.00	\$900.00
SeaMetrics Flow Meter (3"; 7-690 gpm)		\$120.00	\$360.00	\$1,080.00
SeaMetrics Flow Meter (6"; 27-2700 gpm)		\$300.00	\$900.00	\$2,700.00

01/01/2020

	<b>Hour<sup>1</sup></b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
Field Portable XRF		\$250.00	\$1,250.00	\$5,000.00
Marsh-McBirney and Hach Flow Meter/Wading Rod		\$125.00	\$375.00	\$1,125.00
Parshall Flume		\$30.00	\$90.00	\$270.00
Cutthroat Flume		\$20.00	\$60.00	\$180.00
Field Test Meters (pH, SC, redox, etc.)		\$35.00	\$105.00	\$315.00
Multiparameter Flowthru Meter with Standards		\$135.00	\$405.00	\$1,215.00
Turbidity Meter		\$31.00	\$93.00	\$279.00
Sludge Interface Meter		\$26.00	\$78.00	\$234.00
Hach DR2000 Spectrophotometer		\$52.00	\$156.00	\$468.00
<b>SAMPLERS</b>				
Depth Integrated Sediment Sampler		\$18.00	\$54.00	\$162.00
1.5" Concrete Sampling Drill		\$47.00	\$141.00	\$423.00
Downrigger, Cannon Magnum		\$52.00	\$156.00	\$468.00
Concrete Core Drill (Bits extra)		\$104.00	\$312.00	\$936.00
Hilti Cordless Hammer Drill		\$75.00	\$225.00	\$675.00
<b>WATER LEVEL RECORDERS AND PROBES</b>				
Telog Recorders		\$31.00	\$93.00	\$279.00
Solinst Levellogger (Unvented)		\$42.00	\$126.00	\$378.00
Solinst Levellogger (Vented)		\$83.00	\$249.00	\$747.00
Solinst Direct Read Cable – 500 ft		\$40.00	\$120.00	\$360.00
Solinst Direct Read Cable – 1000 ft		\$60.00	\$180.00	\$540.00
In-Situ Rugged TROLL (temp/water level)		\$68.00	\$204.00	\$612.00
In-Situ AquaTROLL (SC/temp/water level)		\$85.00	\$255.00	\$765.00
In-Situ Level TROLL Data Logger (deep well)		\$94.00	\$282.00	\$846.00
In Situ Extension Cable		\$52.00	\$156.00	\$468.00
Keck/Solinst Interface Probe		\$60.00	\$180.00	\$540.00
Water-level Meter – 300 ft		\$36.00	\$108.00	\$324.00
Water-level Meter – 1000 ft		\$50.00	\$150.00	\$450.00
Sonic Water Level Meter		\$35.00	\$105.00	\$315.00
Field Computer		\$20.00	\$40.00	\$60.00
<b>DRILLING EQUIPMENT</b>				
Big Beaver Drill Rig (Trailer Mounted)	\$60.00			
Big Beaver Drill Rig (Mobile)	\$120.00			
Standard Penetration Test Equipment	\$30.00			
Hand Auger		\$35.00	\$105.00	\$315.00
Powerprobe Mobilization (one operator)	\$2.40/mile each way			
Powerprobe Drilling (one operator)	\$148.00/hour			
<b>SURVEY EQUIPMENT</b>				
Auto-Level/Laser Level		\$40.00	\$120.00	\$360.00
Total Station	\$15.00	\$120.00	\$360.00	\$1,080.00
Garmin Global Positioning System (GPS)		\$16.00	\$48.00	\$144.00
Trimble Mapping Grade GPS		\$78.00	\$234.00	\$702.00
Topcon Survey Grade GPS		\$170.00	\$510.00	\$1,530.00

	Hour <sup>1</sup>	Day	Week	Month
<b>VAPOR, AIR AND MOISTURE MONITORING EQUIPMENT</b>				
4-Gas Air Monitor		\$25.00	\$75.00	\$225.00
Tank Techtor Gas Analyzer		\$52.00	\$156.00	\$468.00
Photoionization Detector (PID)		\$65.00	\$195.00	\$585.00
Landfill Gas Monitor		\$160.00	\$480.00	\$1,440.00
High Volume Vacuum Pump		\$26.00	\$78.00	\$234.00
Magnehelic Gauge Set (Pres/Vac)		\$20.00	\$60.00	\$180.00
<b>POTABLE WATER OR WASTEWATER TANK</b>		\$50.00	\$150.00	\$450.00
<b>PRESSURE WASHER</b> (Decontamination System with trailer, generator and tank)		\$156.00	\$468.00	\$1,404.00
<b>REGENERATIVE BLOWER</b>		\$60.00	\$180.00	\$540.00
<b>PORTABLE FIELD ANALYTICAL LAB</b>		\$62.00	\$186.00	\$558.00
<b>VIDEO CAMERA/DIGITAL CAMERA</b>		\$11.00	\$33.00	\$99.00
<b>UNDERWATER CAMERA</b>		\$40.00	\$120.00	\$360.00
<b>DOWN WELL CAMERA</b>		\$260.00		
<b>COPYING</b>				
Black & White	\$0.11/page			
Color 8" x 11"	\$0.88/page			
Color 11" x 17"	\$1.82/page			
Color Plotting	\$1.82/square foot			
<b>PER DIEM</b>				
All States	\$36.00			
<b>PASS-THROUGH EXPENSES</b>		Cost plus 10% minimum handling fee		
<b>SPECIAL EQUIPMENT</b>		By Arrangement		

Notes: <sup>(1)</sup> Rates shown in this column are hourly unless otherwise noted.

Equipment rates can vary depending on length and type of job. Vehicle mileage rates may change based on current fuel costs. Vehicles will normally be charged based on mileage rates. Vehicles used for a full day with mileage costs less than the daily rate may be charged at the daily rate (or weekly/monthly for longer term use). Non-owned equipment rentals will be billed as typical pass-through expenses. Call for quotes on specific projects.

**All rates are subject to change.**




**TASK ORDER NO. 7 (July 29, 2024)  
UNDER HYDROMETRICS, INC. PROFESSIONAL SERVICES AGREEMENT WITH  
CITY OF DEER LODGE DATED (FEBRUARY 25, 2020)**

Hydrometrics, Inc. (Contractor) and City of Deer Lodge (Company) agree to add this Task Order under Hydrometrics' Professional Services Agreement (PSA) with City of Deer Lodge dated February 25, 2020.

Hydrometrics and City of Deer Lodge mutually agree pursuant to Section 1: SCOPE OF SERVICES of Hydrometrics' PSA with City of Deer Lodge to include Task Order No. 7 to the Master Services Agreement. The Scope of Work, budget, and schedule for Task Order No. 7 is attached and shall be incorporated into Exhibit A of Hydrometrics' PSA with City of Deer Lodge.

IN WITNESS OF, Hydrometrics and the City of Deer Lodge have executed Task Order No. 5 on the dates set out below.

Client:	Hydrometrics:
City of Deer Lodge	Hydrometrics, Inc.
(name of organization)	(name of organization)
By:	By: 
(authorized individual's signature)	(authorized individual's signature)
Date:	Date: 07/29/2024
(date signed)	(date signed)
Name:	Name: Gregory Lorenson
(typed or printed)	(typed or printed)
Title:	Title: President
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
300 Main Street	3020 Bozeman Avenue
Deer Lodge, MT 59722	Helena, MT 59601
Email:	Email: glorenson@hydrometrics.com



**ATTACHMENT**

**TASK ORDER NO. 7 MILWAUKEE ROUNDHOUSE PASSENGER REFUELING AREA  
VCRA PROGRAM REMEDIATION, PHASE 3 PROJECT GRANT 2024  
SCOPE OF WORK, BUDGET, AND SCHEDULE**



## **TASK ORDER No. 7 PRA VCRA PROGRAM REMEDIATION, PHASE 3 PROJECT GRANT 2024**

**The Scope of Work for completing professional environmental services for the City of Deer Lodge includes the following activities:**

### **Task 1: Characterization of Soils**

Consultant personnel will review field sampling results with DEQ, and development of plans and contract documents for bidding of remaining contaminated soil removal activities being performed as Task 2. Deliverables: Copy of sampling results; copy of soil removal plans. Detailed site characterization occurred under a previous task order associated with a planning grant.

### **Task 2: Surface and Subsurface Soil Removal**

This task includes preparation of bid documents, public advertisement, contractor selection and notice of award soil and construction contract administration. This Task also includes the soil removal construction activity. A construction completion report required as part of the VCRA process will also be included with this task.

### **Task 3: Update Petroleum Hydrocarbon Groundwater Characterization**

Task 3 Groundwater characterization will include groundwater monitoring of high and low water table periods and developing a monitoring report (that includes updated potentiometric surface map, data summary, and recommendations for monitoring, data collection, and remediation, reporting of results to DEQ, and preparation of a Voluntary Cleanup Plan remediation proposal for groundwater. The completion of a comprehensive inventory of the monitoring well network,





surveying and well rehabilitation and abandonment has been performed under a previous task order associated with a planning grant. Deliverable: Copy of monitoring report

#### **Task 4: Project Management**

The consultant will complete project management activities that will include communication with DEQ throughout the project, managing subcontractors and providing status updates to the City of Deer Lodge.

#### **Schedule**

Work can begin in July 2024 and should conclude by the end of December 2025.

#### **Budget**

Effort will be billed on a Time and Materials basis not to exceed \$238,500. Estimated effort by task is show in the table below. Budgets and effort may be shifted between tasks within the total contract value.

	<b>Task</b>	<b>Total</b>
Task 1	Characterization of Soils	\$11,210
Task 2	Surface and Subsurface Soil Removal	\$60,722
Task 3	Update Petroleum Hydrocarbon Groundwater Characterization	\$147,608
Task 4	Project Management	\$18,960
	<b>Total</b>	<b>\$238,500.00</b>

**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**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** Resolution 2024-R-16: Authorizing Library Reserve Account

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Jordan Green

### **Description of the item:**

the Kohrs Memorial Library is the recipient of a large bequest from the John Elmer Murray Revocable Living Trust. The Library Board of Trustees has exclusive control over library expenditures (subject to a budget passed by City Council). This resolution authorizes staff to open a Reserve Account for the receipt of these funds. It also outlines the requirements the City and the Library Board must follow to adhere to state law regarding bequests.

### **Attachments:**

1) Resolution 2024-R-16

### **Previous Committee Engagement:**

*(discussion, outcomes, recommendations, public comment)*

Library Board of Trustees reviewed at their August 1 meeting and recommended approval.

### **Recommended Motion/Action:**

Recommend approval of Resolution 2024-R-16 to the City Council.

**RESOLUTION 2024-R-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER LODGE ESTABLISHING A LIBRARY RESERVE ACCOUNT AT PEOPLES BANK OF DEER LODGE, 430 MAIN STREET, P.O. BOX 599, DEER LODGE, MONTANA 59722, AND PROVIDING FOR SIGNATURE AUTHORITY FOR THE LIBRARY RESERVE ACCOUNT**

WHEREAS, the following officers of the City of Deer Lodge, 300 Main Street, Deer Lodge, Montana 59722, have authority to sign on all accounts of the City of Deer Lodge Federal ID number 81-6001253, and gain access to the safe deposit box located at Peoples Bank of Deer Lodge.

- \_\_\_\_\_ James Jess, Mayor
- \_\_\_\_\_ Robert Kersch, Council President
- \_\_\_\_\_ Stanley Glovan, Treasurer
- \_\_\_\_\_ Jordan Green, Chief Administrative Officer
- \_\_\_\_\_ Cyndi Thompson, City Clerk

WHEREAS, two signatures are required on all accounts, including CD's (certificate of deposits).

WHEREAS, the City provides a building, a majority of the funding for, and personnel services for the William K. Kohrs Memorial Library ("Library") for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City (City of Deer Lodge City Code Chapter 14.02; § 22-1-310, MCA); and

WHEREAS, the City has established and appointed a Library Board of Trustees pursuant to § 22-1-308, MCA; and

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

WHEREAS, under §22-1-309(8), the Library Board of Trustees has "the power to accept...bequests...from whatever sources and to expend or hold, work, and improve the same for the specific purpose of the...bequest. These...bequests shall be kept separate from regular library funds and are not subject to reversion at the end of the fiscal year;" and

WHEREAS, the Library has been named as a recipient of a bequest from the John Elmer Murray Revocable Living Trust; and

WHEREAS, it is the intent of the City Council of the City of Deer Lodge to create a Library Reserve Fund at Peoples Bank of Deer Lodge and to provide signature authority for said account to the above officers; and

WHEREAS, it is the intent of the City Council of the City of Deer Lodge to establish this reserve fund to allow for its exclusive control by the Library Board of Trustees, subject to a budget approved by the City as well as other duties and authority set for and governed by § 22-1-309, MCA and § 22-1-310, MCA.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE THAT

1. James Jess, Robert Kersch, Stanley Glovan, Jordan Green, and Cyndi Thompson have signature authority at Peoples Bank of Deer Lodge.
2. The above officers are authorized to open a Library Reserve Account at Peoples Bank of Deer Lodge.
3. The funds of the Library Reserve Account are under the exclusive control of the William K. Kohrs Memorial Library Board of Trustees, subject to a budget approved by the City as well as other duties and authority set for and governed by § 22-1-309, MCA and § 22-1-310, MCA.
4. The City Treasurer is directed to provide monthly statements on all accounts that hold these dollars in trust to the Library Board of Trustees.

PASSED and approved by the City Council of the City of Deer Lodge, Montana on first and final reading at a regular Council meeting this 5<sup>th</sup> day of August, 2024.

The effective date of Resolution 2024-R-16 is August 5, 2024.

<b>Council Member</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
William Fox				
Kirk Hayes				
John Henderson				
Robert Kersch				
Rian King-Chavez				
John Molendyke				
Gordon Pierson				
Vacant				
James Jess   Mayor				

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James Jess, Mayor

Attest:

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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**  
Gena Micu



**City Council**  
William Fox  
Kirk Hayes  
John Henderson  
Robert Kersch  
Rian King-Chavez  
John Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

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

**Agenda Item Name:** ARPA Funding Update and Request for Funds for SLIPA grants

**For Meeting on:** 08/05/2024 **Staff Member/Committee Referring:** Jordan Green

### **Description of the item:**

Separating out existing expenditures and ARPA Minimum Allocation Grant match, the City has \$420,387.87 left of ARPA funds, to be obligated by Dec 2024 and spent by Dec 2025. The State-Local Infrastructure Partnership Act grant (already approved for City Hall), was rejected as we tried to use Historic Preservation Grant funds as match. We need to use local dollar match. Remaining ARPA funds is the best place to find this match.

### **Attachments:**

1) Draft State-Local Infrastructure Partnership Act Grant Match Budget; 2) Estimated Phase 1 City Hall Costs; 3) ARPA Expenditure Spreadsheet

### **Previous Committee Engagement:**

**(discussion, outcomes, recommendations, public comment)**

These funds have been discussed at length at many city meetings

### **Recommended Motion/Action:**

Recommend \$90,500 of remaining ARPA for SLIPA match. Discuss remaining expenditures to budget this Fiscal Year, including garbage truck, drying beds, and sprinkler systems.

### PROJECT BUDGET

(Please modify the budget line items to best reflect specific project needs)

ADMINISTRATION	Source: SLIPA	Source: ARPA LFR	Source: Local Cash Match	Source: MHPG	TOTAL
					\$0
					\$0
<b>TOTAL ADMINISTRATION</b>	\$5,000	\$0	\$0	\$2,000	\$7,000
					\$0
					\$0
<b>TOTAL CONSTRUCTION ACTIVITY</b>	\$245,000	\$90,500	\$72,000	\$235,500	\$643,000
<b>TOTAL PROJECT BUDGET</b>	<b>\$250,000</b>	<b>\$90,500</b>	<b>\$72,000</b>	<b>\$237,500</b>	<b>\$650,000</b>

# FULL PROJECT BUDGET ESTIMATE

The current cost estimate is based on costs per sf for each area of the building. These costs are derived from past experience, case studies, masonry contractor input, MEP and Structural engineer input and cost estimating publications (including RSMeans Building Construction Cost Data). As we move forward into the next phases of the project, the cost estimates will become more details and will identify costs for building systems and materials. The areas shown are derived from the square foot calculations of the conceptual design floor plans.

<b>PRELIMINARY COST ESTIMATE</b>				
<i>Deer Lodge City Hall Renovation</i>				
Deer Lodge, MT				
<i>Scenarios Cost Summary</i>		<b>PHASE 1 Building Shell Improvements</b>	<b>PHASE 2 Elevator, Restrooms, Mech Upgrades</b>	<b>PHASE 3 Interior Remodel, Garage Renovation</b>
<b>Owner Costs (see Project Summary)</b>		\$31,333	\$63,915	\$111,711
<b>Building Construction Cost</b>		\$516,657	\$1,068,293	\$1,724,213
<b>Development Costs</b>		\$54,166	\$109,329	\$194,921
<b>Furnishings/Equipment</b>		\$0	\$0	\$80,000
<b>Total Cost</b>		<b>\$602,156</b>	<b>\$1,241,537</b>	<b>\$2,110,845</b>

## 04 CITY HALL BUDGET



**ARPA Local Fiscal Recovery**

**Funds Tracker**

All funds MUST be obligated by Dec 2024 and SPENT Dec 2025

<b>Total LFR Funds</b>	<b>\$730,960.26</b>
Lost Revenue Spent	\$128,380.29
Minimum Allocation Grant	
Match Obligation	\$182,192.10
<b>Total Remaining</b>	<b>\$420,387.87</b>

**Potential Expenditures**

Drying Beds (Complete)	\$100,000	Not recommended. Sewer Fund has a lot of money. Pay all out of sewer.
SLIPA Match (City Hall)	\$90,500	
Garbage Truck	\$202,078	Total Cost \$400,578.20      \$202,078.20 known to be completed by next year.
Sprinkler System	\$127,809.67	Starts sprinkler project (might be able to find grant match)