



# FINANCE COMMITTEE AGENDA

August 7, 2023 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
  - a. Regular Meeting: June 5, 2023
  - b. Regular Meeting: July 10, 2023
3. **Public Comment** - Limit to three minutes per person.
4. **Continued Business.**
  - a. None
5. **New Business**
  - a. Chamber of Commerce Marketing Position – Jordan/Julie Schroder
  - b. Old Ladder Fire Truck – Jordan/Brant
  - c. City Attorney 2023-2025 Contract – Jordan
  - d. Non Union Wage Raises – Jordan/Mayor Jess
  - e. Well Project Change Order #1 – Trent
  - f. 2022 Street Project Change Order – Trent
  - g. Budget Review – Jordan
  - h. Review and Sign July Claims – Stan/Jordan
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
  - a. Regular Meeting: Tuesday, September 5, 2023, at 4:00PM – Monday September 4<sup>th</sup> holiday.
8. **Adjournment.**

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## Finance Committee

### Members

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

June 5, 2023 – 4:00pm | Council Chambers, City Hall

<b>Members Present:</b>	Dick Bauman, Gordon Pierson
<b>Members Absent:</b>	Joe Callahan
<b>Mayor:</b>	None
<b>CAO:</b>	Jordan Green
<b>Staff:</b>	Trent Freeman, Stan Glovan, Cyndi Thompson
<b>Guests:</b>	See sign in sheet

**1. Call Meeting to Order:**

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

**2. Approval of Minutes:**

a. Regular Meeting: April 3, 2023 – May meeting, No quorum.

Member Pierson motioned to approve as presented. Member Callahan seconded the motion. 2 Ayes, 0 Nos, 1 Absent. Motion passed.

**3. Public Comment:**

a. Mary Kay Sheitz & Bob Rase: Discussed Pickle Ball Courts for Deer Lodge.

**4. Continued Business:**

a. None

**5. New Business:**

a. Univision Service Contract – Jordan

Univision has created a separate service, called Velocity Basic, that is geared towards smaller organizations that may require less on-demand or break fix support, but still require assistance from Univision. This plan includes all the security features in Velocity Complete, but no additional IT services. i.e., any support work is billable at our standard hourly rates.

Moreover, they have introduced an Advanced Security Package for clients such as the City of Deer Lodge. This was created in response to many of the compliance requirements surrounding Cyber Security insurance and industry regulations (HIPAA, PCI, FTC, FDIC, CJIN, etc.). They highly recommend this package for us given the compliance required from law enforcement and government.

All the improvements of the Velocity Complete and Basic Plans, and heightened labor expenses have required them to increase our prices. As our IT provider they feel these plans will provide the best value for providing what customers need with IT Management, Support, and Security.

Here is a cost breakdown of our current plan Vs Velocity Complete:

- **Your current price on our legacy services is - \$628/Month**
- **Your New price on Velocity Complete Remote is - \$1787/Month**
- **Your New price on Velocity Basic is \$794/Month – Please note, this would not include any labor for support.**
- **(Optional) The advanced Security Package is an additional - \$560/month**

Staff recommends the Velocity Basic package at \$794.00 per month.

Member Pierson motioned to approve with recommendations to Council. Chairman Bauman seconded the motion. 2 Ayes, 0 Nos, 1 Absent. Motion passed.

- b. Water Rights Consulting Services Approval – Trent  
HydroSolutions understands the City of Deer Lodge (City) has recently received correspondence from the DNRC regarding its re-examination of water rights in the Upper Clark Fork River Basin.

During re-examination, the DNRC adds issue remarks if it finds factual errors or legal matters that require resolution. The City has one issue remark that was added to water right 76G 10395-00 because it appears the City and the State of Montana Department of Corrections claimed the same historical water right. This matter will likely require the City to participate in a Water Court case to determine which entity is correctly associated with the historical water right.

After re-examination concludes, the DNRC sends a report to the Water Court and then it will issue a Preliminary Decree that will contain all water rights with pre-1973 priority dates within the Upper Clark Fork River Basin (76G). The DNRC will likely send its report to the Court in the next 1-2 months and the Preliminary Decree will be issued sometime this Summer.

**COST ESTIMATE:**

To provide the suggested services, we estimate it will take us approximately 32 hours to perform the research and review and another 16 hours to compile the memo. My billing rate is \$138 per hour, so the estimated cost is around \$6600.

To assist with research, it may be necessary to have someone obtain documents from the County Courthouse. If possible, a City employee could visit the Courthouse and obtain those documents. Otherwise, one of our technicians could obtain the documents at \$63/hour.

Additional work outside of this scope of services can be completed on a time and material basis with your prior approval.

Member Pierson motioned to approve with recommendations to Council. Chairman Bauman seconded the motion. 2 Ayes, 0 Nos, 1 Absent. Motion passed.

- c. Appreciation for Skatepark Cleaning Volunteer- Jordan/Cyndi  
Danna Rongstad has been cleaning the skatepark since it's been opened on her own free will. Asking Finance, a donation of appreciation to Danna from Council and City.

Member Pierson motioned to approve \$150 towards a plaque, card, and flowers with recommendation to Council. Chairman Bauman seconded the motion. 2 Ayes, 0 Nos, 1 Absent. Motion passed.

- d. Arrowstone Park Billboard – Jordan  
County Parks Board offered the billboard to the City. This has been reviewed and recommended by Economic Growth & Development the billboard with a nice background picture, City Logo, and "Deer Lodge Welcomes You" verbiage. Cost of vinyl and installation of up to \$2,500.00.

Member Pierson motioned to approve \$2,500 installation and vinyl. Chairman Bauman seconded the motion. 2 Ayes, 0 Nos, 1 Absent. Motion passed.

- e. Review and Sign May Claims – Stan/Jordan  
Claims reviewed and signed by committee with recommendation to Council.

**6. Committee Comments or Concerns:**

- a. None

**7. Announcement of Next Meeting:**

- a. Regular Meeting: Monday, July 3, 2023, at 4:00PM

**8. Adjournment:**

The meeting was adjourned at 4:37pm.

Prepared by: Cyndi Thompson, City Clerk

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

\_\_\_\_\_  
Date

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**Finance Committee Members**

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

# CITY OF DEER LODGE

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## FINANCE COMMITTEE MEETING MINUTES

July 10, 2023 – 4:00pm | Council Chambers, City Hall

**Members Present:** Dick Bauman, Joe Callahan  
**Members Absent:** Gordon Pierson  
**Mayor:** None  
**CAO:** Jordan Green  
**Staff:** Trent Freeman, Stan Glovan,  
**Guests:** See sign in sheet

**1. Call Meeting to Order:**

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

**2. Approval of Minutes:**

a. Regular Meeting: June 5, 2023

Meeting minutes were deferred till next meeting due to committee members not all present to approve.

**3. Public Comment:**

a. None

**4. Continued Business:**

a. None

**5. New Business:**

a. Water Rights Attorney Retainer – Jordan and Trent

Discussed in June about a firm coming in to do some Water Rights research for the City. City Council and City Attorney recommended moving forward with looking at an attorney. Scope of Information of Representation from Parsons, Behle & Latimer Law was presented outlining the retainer rate of \$1,000.00, billing rate at \$300.00 per hour, Law Assistant rate at \$250.00 per hour.

Member Callahan motioned approve as presented with recommendation to City Council. Chairman Bauman seconded the motion. 2 Ayes 0 Nos, 1 Absent. Motion passed.

b. Emery Road Pasture Lease Bid Program – Jordan

Discussed at the last Council meeting with a couple interested parties for the pasture lease it should go out to bid. Sent to Finance to discuss what the minimum bid would be for the pasture.

Member Callahan motioned Emery Road Pasture Lease minimum bid at \$1,200.00 for a 2-year lease of 32.3 acres and recommendation to City Council. Chairman\ Bauman seconded the motion. 2 Ayes 0 Nos, 1 Absent. Motion passed.

- c. Grants and Legislation Update – Jordan  
Gave updates on Grants and provided a 2023 State Legislator Summary. Discussion only.
- d. Review and Sign June Claims – Stan/Jordan  
Claims reviewed and signed by committee with recommendation to Council.

**6. Committee Comments or Concerns:**

- a. None

**7. Announcement of Next Meeting:**

- a. Regular Meeting: Monday, August 7, 2023, at 4:00PM – Unless a meeting is called to start budget review.

**8. Adjournment:**

The meeting was adjourned at 4:26pm.

Prepared by: Cyndi Thompson, City Clerk

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

\_\_\_\_\_  
Date

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**Finance Committee Members**

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

**CITY OF DEER LODGE  
ATTORNEY CONTRACT**

THIS CONTRACT, effective this 1<sup>st</sup> day of July, 2023, by and between the City of Deer Lodge, a Municipal Corporation, 300 Main Street, Deer Lodge, Montana 59722 hereinafter referred to as "City", and Peter K. Elverum, Attorney at Law, P.O. Box 723, Helena, MT 59624, hereinafter referred to as "Contractor";

**WITNESSETH:**

WHEREAS, the City requires legal counsel to review, counsel, advise, defend, and represent the City on civil matters including, but not limited to zoning, planning, development, construction, municipal assessments, special improvement districts, annexation, disability claims, liability claims, election law; and

WHEREAS, the City requires legal counsel to prosecute criminal matters before the City Court of Deer Lodge, the District Court of Powell County, and the Montana Supreme Court; and

WHEREAS, the City desires a Contractor to represent it relative to these needs for a period of 2 (two) years; and

WHEREAS, the City Council is authorized specifically by statute to retain an attorney on terms mutually agreeable to the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. Representation: The Contractor shall assist the City and the City Council relative to civil matters and with administrative and agency hearings. The Contractor is not expected to represent the City in defending civil suits nor in liability and Worker's Compensation matters which are expected to be covered by existing insurance wherein the insurance contract provides its own defense counsel.

2. Consultation: The Contractor shall participate in meetings, research, conferences, opinions, and general consultation with the City.

3. Meetings: At the Mayor's request, the Contractor shall attend City Council meetings, special meetings other City Boards and Commissions.

4. Opinions: The Contractor shall render opinions to the City Mayor and City Council upon the specific request of those parties.

5. City Court: The Contractor will be responsible for representation of the City before the City Court of Deer Lodge or any appeals therefrom.

6. Conflicts: The Contractor shall not represent any individual in any adverse hearing or in any court appearance in which the City is an adverse party.

7. Notice of Claim: The Contractor shall immediately notify the City Mayor and subsequently the City of Deer Lodge of any claim, demand, complaint, or cause of action filed, delivered, or served on the Contractor, and the Mayor of the City of Deer Lodge shall immediately notify the Contractor to the same effect relative to anything filed, delivered, or served on the Mayor of the City of Deer Lodge.

8. Compensation to Contractor: It is understood the Contractor shall be paid as follows:

a. Attorney Compensation: The City shall pay as compensation to Contractor the rate of \$5,075 per month for attorney services.

b. Routine Expenses: The parties acknowledge that the Contractor will incur out-of-pocket expenses which are specifically and directly attributable to City matters, such as insurance, legal resources, copies, postage, and long distance telephone calls, etc., which are reimbursed by a \$250 Service Fee each month. Additionally, the parties agree that mileage to and from Deer Lodge will be reimbursed monthly at the approved federal rate.

c. Training Expenses: The City shall pay expenses related to out-of-pocket expenses incurred in connection with annual training seminars through MMIA and the Montana League of Cities and Towns. The contractor shall receive prior approval from the City in advance of such training.

d. Extraordinary Expenses: The parties acknowledge that the Contractor may also incur extraordinary out-of-pocket expenses such as litigation. The Contractor shall be entitled to reimbursement from the City for out-of-pocket expenses incurred in connection with such matters with prior approval by the City.

9. Independent Contractor: It is understood that the Contractor is an independent contractor and not an employee of the City.

10. Substitute: The Contractor shall be responsible for having available at no cost to the City a substitute Contractor to perform his duties in his absence. This expressly includes coverage during any protracted service obligation with the Montana National Guard.

11. Non-Discrimination in Employment and Client Services: During the performance of the contract, the Contractor agrees that no person shall, on grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with the Contractor. Neither shall the Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

12. Non-Discrimination in Provided Services: The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:



- a. Deny any individual services or benefits provided under the contract;
- b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the contract;
- c. Deny any individual an opportunity to participate in any program or services provided by the contract.

13. Term of Contract: The term of this contract shall be for 2 (two) years, from July 1<sup>st</sup>, 2023 through June 30<sup>th</sup>, 2025. Upon the expiration of the initial term of this contract and thereafter, this contract shall be automatically extended for additional consecutive two (2) year terms, unless either party notifies the other party, in writing at least four (4) months before the expiration of the current term, that that party desires to renegotiate or terminate this contract.

14. Suspension or Termination: If either party fails or neglects to fully comply with the provisions of the Contract, the other party may suspend or terminate the Contract pending corrective acts or investigation. Upon written notice thereof, the opposing party shall respond within 10 days. If after the 10 days the responding party has failed to answer or comply, the other party may suspend or terminate the contract upon 30 days written notice. Upon and until the time of termination, the Contractor shall proceed quickly and in a reasonable and efficient manner to complete all assignments given to it. The Contractor shall, in a professional manner, transfer all work in progress to the City or to any contractor designated in writing by the City upon termination.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

Peter K. Elverum  
 Attorney at Law  
 P.O. Box 723  
 Helena, MT 59624

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

By: \_\_\_\_\_  
 Peter K. Elverum

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

Attest:

By: \_\_\_\_\_  
 City Clerk

Date of Issuance: 7-31-2023

Effective Date: 7-31-2023

Owner: City of Deer Lodge

Owner's Contract No.:

Contractor: O'Keefe Drilling

Contractor's Project No.:

Engineer: Stahly Engineering

Engineer's Project No.: 2506-03J20

Project: Public Water Supply Replacement Well

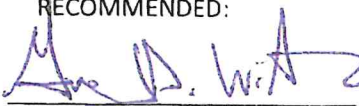
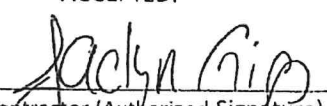
Contract Name: PWS - New Well

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

The additional depths for the wells were based on field verified aquifer characteristics.

Attachments :

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>207,300.00</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :  \$ <u>0.00</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>207,300.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$ <u>8,396.00</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>215,696.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>CSO/Accountant</u>
Date: <u>7-31-2023</u>	Date: _____	Date: <u>8-2-2023</u>

# O'KEEFE DRILLING

P.O. Box 3810 - Butte, MT 59702  
 Office: (406) 494-3310 Fax: (406) 494-3301  
 Email: info@okeefedrilling.com

Client: City of Deer Lodge  
 Attention: Greg Wirth/Stahly Engineering  
 Project: Public Water Supply Replacement Well

Invoice: COD23-01  
 Date: 21-Mar-23  
 Phone:  
 Fax:

Item No.	Description	Estimated Quantity	Actual Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION AND INSURANCE	1	0.25	LS	\$ 20,000.00	\$ 5,000.00
102	OBSERVATION WELL BOREHOLE	250	270	LF	\$ 45.00	\$ 12,150.00
103	OBSERVATION WELL CASING	200	200	LF	\$ 45.00	\$ 9,000.00
104	OBSERVATION WELL SCREEN	50	58	LF	\$ 250.00	\$ 14,500.00
105	OBSERVATION WELL DEVELOPMENT	8	12	HR	\$ 450.00	\$ 5,400.00
106	OBSERVATION WELL PUMP TEST	1	1	LS	\$ 12,000.00	\$ 12,000.00
107	WATER WELL BOREHOLE	250	262	LF	\$ 190.00	\$ 49,780.00
108	WATER WELL CASING	200	212	LF	\$ 118.00	\$ 25,016.00
109	STAINLESS STEEL WELL SCREEN	50		LF	\$ 465.00	\$ -
110	GROUT SURFACE SEAL	200		LF	\$ 25.00	\$ -
111	WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
112	PUMP TEST SETUP/REMOVAL	1		LS	\$ 8,000.00	\$ -
113	DISCHARGE PIPING SETUP/REMOVAL	1		LS	\$ 2,000.00	\$ -
114	STEP-DRAWDOWN PUMP TEST	8		HR	\$ 275.00	\$ -
115	CONSTANT RATE PUMP TEST	72		HR	\$ 175.00	\$ -
116	WELL DISINFECTION	1		LS	\$ 200.00	\$ -
117	WELL CAP & SURFACE RESTORATION	1		LS	\$ 11,000.00	\$ -
118	RIG STANDBY	0		HR	\$ 450.00	\$ -
<b>Total Amount Due:</b>						<b>\$ 132,846.00</b>

## CHANGE ORDER 1 - QUANTITY CHANGES

102	OBSERVATION WELL BOREHOLE	250	270	20	LF	\$ 45.00	\$ 900.00
104	OBSERVATION WELL SCREEN	50	58	8	LF	\$ 250.00	\$ 2,000.00
105	OBSERVATION WELL DEVELOPMENT	8	12	4	HR	\$ 450.00	\$ 1,800.00
107	WATER WELL BOREHOLE	250	262	12	LF	\$ 190.00	\$ 2,280.00
108	WATER WELL CASING	200	212	12	LF	\$ 118.00	\$ 1,416.00
<b>TOTAL</b>						<b>\$ 8,396.00</b>	

**Contractor's Application for Payment No. 23-2**

Application Period: 4/1 to 7/30	Application Date: 7/31/2023
From (Contractor): O'Keefe Drilling	Via (Engineer): Stably Engineering
Contract: NTP Oct 25, 2022	Sub Comp Jan 23, 2023, Final Comp Feb 22, 2023
Contractor's Project No.: COD23-01	Engineer's Project No.: 2506-03120

**Application For Payment Change Order Summary**

Approved Change Orders	Additions	Deductions
Number CO1	\$8,396.00	
TOTALS	\$8,396.00	
NET CHANGE BY CHANGE ORDERS	\$8,396.00	

1. ORIGINAL CONTRACT PRICE..... \$ 5207,300.00
2. Net change by Change Orders..... \$ 8,396.00
3. Current Contract Price (Line 1 ± 2)..... \$ 5215,696.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 5132,846.00
5. RETAINAGE:
  - a. 5% X \$132,846.00 Work Completed..... \$ 56,642.30
  - b. X Stored Material..... \$ 56,642.30
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 113,284.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 4,982,411.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 338,889.68
- a. Less 1% Gross Receipts Tax..... \$ 1,262.04
8. AMOUNT DUE THIS APPLICATION..... \$ 4,643,521.98
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 589,492.30

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following:  
(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 the Work covered by prior Applications for Payment;  
(2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 36,051.98	(Line 8 or other - attach explanation of the other amount)
is recommended by: <i>[Signature]</i>	(Date) 7/31/2023
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by: _____	(Owner)
Approved by: _____	(Date)
Funding or Financing Entry (if applicable) _____ (Date)	

Contractor Signature: <i>[Signature]</i>	Date: 7/31/2023
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**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): Public Water Supply Replacement Well Application Number: 23-2

Application Period: 4/1 to 7/30 Application Date: 7/31/2023

A		B				C		D		E		F	
Bid Item No.	Item Description	Contract Information		Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (net in C)	Total Completed and Stored to Date (D + E)	% (F / H)	Balance to Finish (H - F)			
		Item Quantity	Unit Price										
101	Mobilization & Insurance	1	LS	\$5,000.00	0.25	\$5,000.00		\$5,000.00	25.0%	\$15,000.00			
102	OBSERVATION WELL BOREHOLE	250	LF	\$45.00	250	\$11,250.00		\$11,250.00	100.0%				
103	OBSERVATION WELL CASING	200	LF	\$45.00	200	\$9,000.00		\$9,000.00	100.0%				
104	OBSERVATION WELL SCREEN	50	LF	\$250.00	50	\$12,500.00		\$12,500.00	100.0%				
105	OBSERVATION WELL DEVELOPMENT	8	HR	\$450.00	8	\$3,600.00		\$3,600.00	100.0%				
106	OBSERVATION WELL PUMP TEST	1	LS	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%				
107	WATER WELL BOREHOLE	250	LF	\$190.00	250	\$47,500.00		\$47,500.00	100.0%				
108	WATER WELL CASING	200	LF	\$118.00	200	\$23,600.00		\$23,600.00	100.0%				
109	STAINLESS STEEL WELL SCREEN	50	LF	\$465.00	50	\$23,250.00		\$23,250.00	100.0%				
110	GROUT SURFACE SEAL	200	LF	\$25.00	200	\$5,000.00		\$5,000.00	100.0%				
111	WELL DEVELOPMENT	8	HR	\$450.00	8	\$3,600.00		\$3,600.00	100.0%				
112	PUMP TEST SETUP/REMOVAL	1	LS	\$8,000.00	1	\$8,000.00		\$8,000.00	100.0%				
113	DISCHARGE PIPING SETUP/REMOVAL	1	LS	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%				
114	STEP-DRAWDOWN PUMP TEST	8	HR	\$275.00	8	\$2,200.00		\$2,200.00	100.0%				
115	CONSTANT RATE PUMP TEST	72	HR	\$175.00	72	\$12,600.00		\$12,600.00	100.0%				
116	WELL DISINFECTION	1	LS	\$300.00	1	\$300.00		\$300.00	100.0%				
117	WELL CAP & SURFACE RESTORATION	1	LS	\$11,000.00	1	\$11,000.00		\$11,000.00	100.0%				
118	RIG STANDBY		HR	\$450.00									
CO1	Change Order 1 - Additional lengths of pipe	1	LS	\$8,396.00	1	\$8,396.00		\$8,396.00	100.0%				
<b>Totals</b>						<b>\$215,696.00</b>		<b>\$132,846.00</b>	<b>61.6%</b>	<b>\$82,850.00</b>			

# O'KEEFE DRILLING

P.O. Box 3810 - Butte, MT 59702  
 Office: (406) 494-3310 Fax: (406) 494-3301  
 Email: info@okeefedrilling.com

INVOICE 2

Client: City of Deer Lodge  
 Attention: Greg Wirth/Stahly Engineering  
 Project: Public Water Supply Replacement Well

Invoice: COD23-02  
 Date: 10-Apr-23  
 Phone:  
 Fax:

Item No.	Description	Estimated Quantity	Actual Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION AND INSURANCE	1		LS	\$ 20,000.00	\$ -
102	OBSERVATION WELL BOREHOLE	250		LF	\$ 45.00	\$ -
103	OBSERVATION WELL CASING	200		LF	\$ 45.00	\$ -
104	OBSERVATION WELL SCREEN	50		LF	\$ 250.00	\$ -
105	OBSERVATION WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
106	OBSERVATION WELL PUMP TEST	1	1	LS	\$ 12,000.00	\$ 12,000.00
107	WATER WELL BOREHOLE	250		LF	\$ 190.00	\$ -
108	WATER WELL CASING	200		LF	\$ 118.00	\$ -
109	STAINLESS STEEL WELL SCREEN	50		LF	\$ 465.00	\$ -
110	GROUT SURFACE SEAL	200		LF	\$ 25.00	\$ -
111	WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
112	PUMP TEST SETUP/REMOVAL	1		LS	\$ 8,000.00	\$ -
113	DISCHARGE PIPING SETUP/REMOVAL	1		LS	\$ 2,000.00	\$ -
114	STEP-DRAWDOWN PUMP TEST	8		HR	\$ 275.00	\$ -
115	CONSTANT RATE PUMP TEST	72		HR	\$ 175.00	\$ -
116	WELL DISINFECTION	1		LS	\$ 200.00	\$ -
117	WELL CAP & SURFACE RESTORATION	1		LS	\$ 11,000.00	\$ -
118	RIG STANDBY	0		HR	\$ 450.00	\$ -
<b>Total Amount Due:</b>						<b>\$ 12,000.00</b>

# O'KEEFE DRILLING

P.O. Box 3810 - Butte, MT 59702  
 Office: (406) 494-3310 Fax: (406) 494-3301  
 Email: info@okeefedrilling.com

INVOICE 3

Client: City of Deer Lodge  
 Attention: Greg Wirth/Stahly Engineering  
 Project: Public Water Supply Replacement Well

Invoice: COD23-03  
 Date: 18-Jul-23  
 Phone:  
 Fax:

Item No.	Description	Estimated Quantity	Actual Quantity	Unit	Bid Unit Price	Bid Amount
101	MOBILIZATION AND INSURANCE	1		LS	\$ 20,000.00	\$ -
102	OBSERVATION WELL BOREHOLE	250		LF	\$ 45.00	\$ -
103	OBSERVATION WELL CASING	200		LF	\$ 45.00	\$ -
104	OBSERVATION WELL SCREEN	50		LF	\$ 250.00	\$ -
105	OBSERVATION WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
106	OBSERVATION WELL PUMP TEST	1		LS	\$ 12,000.00	\$ -
107	WATER WELL BOREHOLE	250	262	LF	\$ 190.00	\$ 49,780.00
108	WATER WELL CASING	200	212	LF	\$ 118.00	\$ 25,016.00
109	STAINLESS STEEL WELL SCREEN	50		LF	\$ 465.00	\$ -
110	GROUT SURFACE SEAL	200		LF	\$ 25.00	\$ -
111	WELL DEVELOPMENT	8		HR	\$ 450.00	\$ -
112	PUMP TEST SETUP/REMOVAL	1		LS	\$ 8,000.00	\$ -
113	DISCHARGE PIPING SETUP/REMOVAL	1		LS	\$ 2,000.00	\$ -
114	STEP-DRAWDOWN PUMP TEST	8		HR	\$ 275.00	\$ -
115	CONSTANT RATE PUMP TEST	72		HR	\$ 175.00	\$ -
116	WELL DISINFECTION	1		LS	\$ 200.00	\$ -
117	WELL CAP & SURFACE RESTORATION	1		LS	\$ 11,000.00	\$ -
118	RIG STANDBY	0		HR	\$ 450.00	\$ -
<b>Total Amount Due:</b>						<b>\$ 74,796.00</b>

**Contractor's Application for Payment No. 2(Final)**

Application Period: August - October, 2022		Application Date: 21-Oct-22	
Owner: City of Deer Lodge	Contractor: Hollow Contracting	Engineer: Stahly Engineering	
Project: 2022 Street Maintenance	Date of Contract: July 7, 2022	Engineer's Project No.: 2508-03K20	

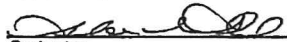
**Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$4,103.40	
<b>TOTALS</b>	<b>\$4,103.40</b>	<b>\$0.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>\$4,103.40</b>	

1. ORIGINAL CONTRACT PRICE	\$ 444,137.85
2. Net Change by Change Orders	\$ 4,103.40
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$ 448,241.25
4. Work Completed to Date	\$ 448,241.25
5. Stored Materials	\$ 0.00
6. SUBTOTAL (Lines 4 + 5)	\$ 448,241.25
7. Retainage (Line 6 x 5%)	\$ 0.00
8. PREVIOUS PAYMENTS (Line 9 from prior application)	\$ 344,831.62
9. GROSS AMOUNT DUE (Line 6 - 7 - 8)	\$ 103,409.63
10. 1% MT Gross Recalpts Tax (Line 9 x 1%)	\$ 1,034.10
11. NET AMOUNT DUE THIS APPLICATION (Line 9 - 10)	\$ 102,375.53

**CONTRACTOR'S CERTIFICATION**

The Undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by Prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass 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.

Approved by:  8/3/23  
Contractor Date

Payment of: \$102,375.53  
Line 11 or other - attach explanation of other amount

is recommended by:  8/2/23  
Engineer Date

Payment of: \$102,375.53  
Line 11 or other - attach explanation of other amount

is approved by: \_\_\_\_\_  
Owner Date

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) Date