



COUNCIL AGENDA

August 7, 2023 - 6 PM

The City Council will hold the meeting in the Council Chambers at City Hall
300 Main Street
Deer Lodge, MT 59722

1. **Call Meeting to Order | Pledge of Allegiance**
2. **Public Comment** – Members of the audience may comment on any non-agenda item. State Statute limits the City Council from discussing any introduced item. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.
3. **Public Hearing.**
 - a. None
4. **Approval of Minutes**
 - a. Regular Meeting: July 17, 2023
5. **Committee Reports - Reports accepted as presented.**
 - a. City Council Operations – Rob Kersch
 - b. Finance Committee – Dick Bauman
 - c. Economic Growth & Development – John Henderson
 - d. Public Health & Safety – Joseph Callahan
 - f. Public Works – Gordon Pierson
6. **Board Reports**
 - a. Airport Board – Gordon Pierson
 - b. Powell County Parks Board – Dick Bauman
 - c. Chamber of Commerce – John Henderson
 - d. Headwaters RC&D – Joseph Callahan
 - e. Historic Preservation – Curt Fjelstad
 - f. Landfill – Rob Kersch
 - g. Local Emergency Planning Committee – Dick Bauman
 - h. Library – John Molendyke
 - i. Planning Board – Dick Bauman
 - j. Youth Board – Jackie Greenwood
7. **Continued Business** (continued or tabled)
 - a. Ordinance 2023-10: 2nd Reading: Historic Preservation | [Vote to remove from table](#) – Jordan
(Tabled 7/10/23 by Member Kersch as Ordinance was missing associated docs)
 - b. Emery Road Pasture Lease – Jordan
8. **New Business Items - The Council will act on each item after accepting public comments.**
 - a. Treasurer's Report | July Claims – Stan Glovan. Receive the informational report.
Accept the recommendation from the Finance Committee and approve the claims.
 - b. City Pasture Lease by Jaycee Park | 4H Animals – Jordan
 - c. City Attorney 2023-2025 Contract – Mayor Jess
 - d. Non Union Wage Raises – Mayor Jess
 - e. Well Project Change Order – Trent

f. 2022 Street Project Change Order - Trent

9. Schedule of Committee Meetings – Tentative until confirmed by Committee Chairs.

- Economic Growth & Dev – August 2nd at 5pm
- Finance – August 7th at 4PM
- Public Health & Safety – August 10th at 5pm
- City Council Operations – August 14th at 5pm
- Planning Board – August 21st at 10am
- Council #2 – August 21st at 6:00pm
- Public Works – August 22nd at 5pm

10. Mayor and Council Concerns: (ONLY Concerns that are not on Business Items). This is a time when Council Members or Mayor can bring a concern before the Council that is not otherwise listed on the Agenda. NO action can be taken at this time. If action is necessary, the item is put on the next meeting agenda.

11. Next Meeting Announcement(s)

- a. Regular Meeting: August 21, 2023 at 6:00pm

12. Adjournment

**Deer Lodge City Council meets at City Hall
300 Main Street, Deer Lodge, MT 59722
For Further Information Contact: Cyndi Thompson, City Clerk
cthompson@cityofdeerlodgemt.gov | 406.846.2238**

CITY COUNCIL MINUTES

The City Council met on July 17, 2023, at 5:30 PM | City Hall, Council Chambers

Members Present: John Henderson, John Molendyke, Jackie Greenwood, Dick Bauman, Rob Kersch, Curt Fjelstad, Gordon Pierson

Members Absent: Joe Callahan

Mayor: James Jess

CAO: Jordan Green

Staff: Cyndi Thompson, Trent Freeman, Police Chief Smith, Stan Glovan, Peter Elverum,

Consultants Ashley Kent, Associate Director, MSU Local Government Center

Guests: See sign in sheet

1. Call Meeting to Order | Pledge of Allegiance.

Mayor Jess called the meeting to order at 6 PM. All present recited the Pledge of Allegiance.

2. Public Comment - Members of the audience may comment on any non-agenda. State Statute prohibits the City Council from discussing any introduced item. The Council limits each person to three minutes to ensure there is sufficient time for all comments. The Council respects all comments and will have staff follow up any questions.

a. Beverly Beck: Inquired about a leash law for the city. Per Mayor Jess, this will be on the Public Health and Safety agenda for August.

3. Approval of Minutes

a. Regular Meeting: July 10, 2023

Chairperson Bauman motioned to approve as presented. Member Greenwood seconded the motion.
5 Ayes, 0 Nos, 1 Absent, 2 Abstained. Motion passed.

4. Public Hearing.

a. None

5. Department Reports: Composed Reports are in the packets. **Reports accepted as presented.**

a. CAO | b. Public Works | c. Police | d. Fire | e. Code Enforcement | f. Recreation Program

6. Mayor & Council Concerns: (ONLY Concerns that are not on Business Items). This is a time when Council Members or Mayor can bring a concern before the Council that is not otherwise listed on the Agenda. NO action can be taken at this time. If action is necessary, the item is put on the next meeting agenda.

a. None

7. Continued Business - The Council will act on each item after accepting public comments.

a. None

8. New Business: (Old Business or Tabled Items)

a. MSU Extension Training for Council Members – Mayor Jess

Ashley Kent was present providing training and education for Council Members. Reviewed and discussed: Meeting Management, Introducing topics to agenda, Addressing public comments, Abstaining from a vote and Rules of Procedure. No vote or motion required.

9. Next Meeting Announcement:

a. Regular Meeting – Monday August 7, 2023

10. Adjournment

Mayor Jess adjourned the meeting at 7:36PM.

Prepared By: Cyndi Thompson, City Clerk

James Jess, Mayor

Date



COUNCIL COMMITTEE REPORT

JULY 2023

Finance – Dick Bauman (Chairperson)

July 10th – No public comments. New business we discussed and recommended to the City Council the following:

- Water Rights Attorney Retainer to represent the City of Deer Lodge.
- Emery Road pasture lease terms.

CAO Green updated the committee on Grants and 2023 Legislation effects on the City.

Reviewed and signed June claims and recommended to City Council to pay.

Next meeting August 7, 2023

Economic Growth & Development – John Henderson (Chairperson)

July 5th – No continued business.

- New Business: Reviewed the results of the City Survey from Great West.

Next meeting August 2, 2023.

Council Ops – Rob Kersch (Chairperson)

No Council Ops Meeting for July.

Public Health & Safety – Joseph Callahan (Chairperson)

July 13th -

Public Works – Gordon Pierson (Chairperson)

No Public Works meeting for July.

ORDINANCE 2023-10

A ZONING ORDINANCE BY THE DEER LODGE CITY COUNCIL TO AMEND TITLE 11: ZONING OF THE CITY OF DEER LODGE CODE OF ORDINANCES TO PROVIDE FOR ORDINANCES RELATED TO HISTORIC PRESERVATION

IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE, MONTANA:

WHEREAS, the City of Deer Lodge Planning Board has the responsibility to review zoning regulations for the City of Deer Lodge; and

WHEREAS, the Historic Preservation Commission and the Planning Board identified the need to update and provide further language to Title 11: Zoning related to Historic Preservation in Deer Lodge and the roll of the Historic Preservation Commission; and

WHEREAS, the Historic Preservation Commission reviewed the draft ordinance and recommended to forward the ordinance to the Planning Board at their March 8, 2023 meeting; and

WHEREAS, the Planning Board discussed the proposed zoning amendments at their April 17, 2023 meeting, and determined through a vote of six to zero with one absent forward the proposed zoning amendments to the City Council; and

WHEREAS, the Deer Lodge City Council discussed the proposed zoning amendments at their May 1, 2023 meeting and elected to send the proposed zoning amendments to public hearing through a vote of six to zero with two members absent; and

WHEREAS, the Deer Lodge City Council conducted a duly noticed public hearing at their regularly scheduled Council meeting on June 20, 2023 at 6:00 PM to accept comments regarding the proposed Ordinance 2023-10, which contained the propositions forwarded by the Planning Board from their April 17, 2023 meeting; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER LODGE MONTANA:

Title 11: Zoning of the City of Deer Lodge Code of Ordinances is hereby amended to provide further language related to Historic Preservation in Deer Lodge and the roll of the Historic Preservation Commission.

The language of the amendments is provided in Attachment "A" of this Ordinance 2023-10 and is incorporated herein.

SEVERABILITY. If any selection, subsection, sentence, clause, phrase, or word of Ordinance 2023-10 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance 2023-10 and each section, subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or words have been declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

Passed and approved by the City Council of the City of Deer Lodge, Montana on first reading at a regular Council meeting this 20th day of June, 2023.

Council Member	Yea	Nay	Abstain/Present	Absent
Dick Bauman Council President	X			
Joseph Callahan	X			
Curt Fjelstad	X			
Jackie Greenwood	X			
John Henderson	X			
Robert Kersch	X			
John Molendyke	X			
Gordon Pierson	X			
James Jess Mayor				

James Jess, Mayor

Attest:

Cyndi Thompson, City Clerk

Passed and approved by the City Council of the City of Deer Lodge, Montana on final reading at a regular Council meeting this 7th day of August, 2023.

Council Member	Yea	Nay	Abstain/Present	Absent
Dick Bauman Council President				
Joseph Callahan				
Curt Fjelstad				
Jackie Greenwood				
John Henderson				
Robert Kersch				
John Molendyke				
Gordon Pierson				
James Jess Mayor				

James Jess, Mayor

Attest:

Cyndi Thompson, City Clerk

The effective date of Ordinance 2023-10 is September 8, 2023

HISTORICAL DOWNTOWN PRESERVATION OVERLAY DISTRICT

§ 11.01.240.010 INTENT.

The intent of this special District is to protect and preserve the character and historic appeal of the ~~downtown~~ area encompassing the downtown core of the city and ensure compatibility between the old and the new.

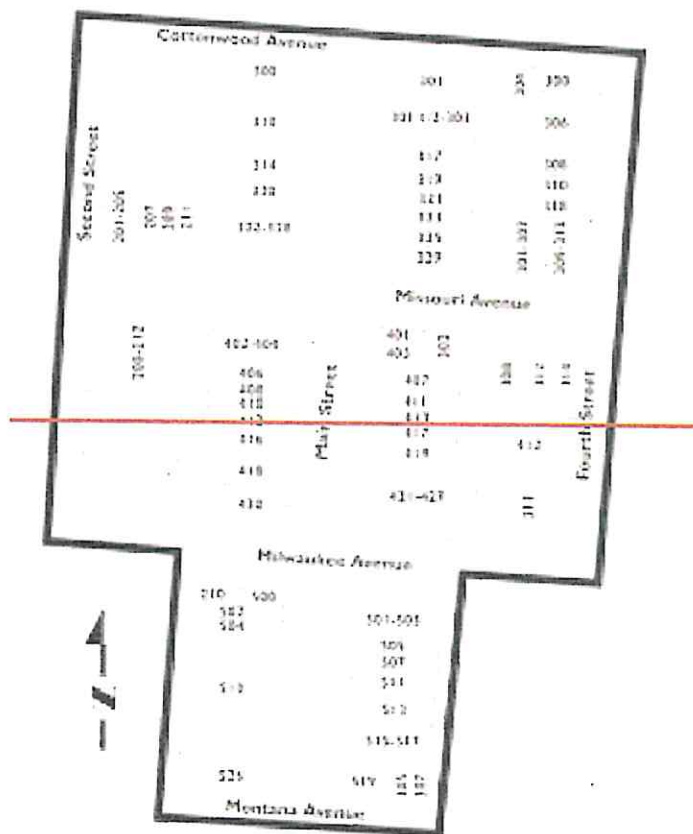
(Prior Code, § 11.01.240.010) (Ord. 2021-15, passed 12-20-2021; Ord. XXXX-XX, passed XX-XX-XXXX)

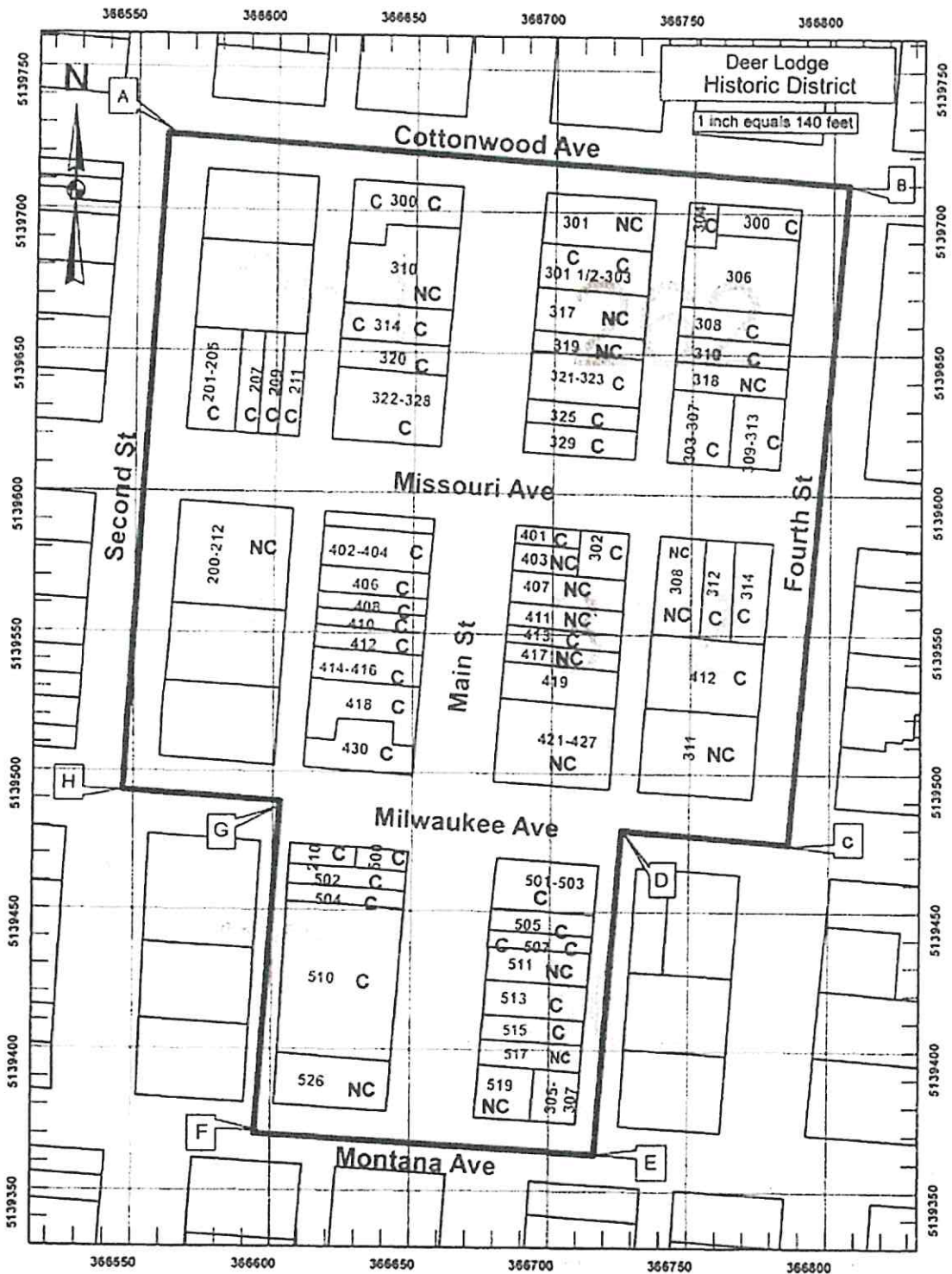
§ 11.01.240.020 DESIGNATION AND LOCATION OF ~~THE HISTORICAL DOWNTOWN PRESERVATION DISTRICT~~. DEER LODGE CENTRAL BUSINESS HISTORIC DISTRICT

The following map illustrates the boundaries of ~~the the Deer Lodge Central Business Historic District~~ Historical Downtown Preservation District. Furthermore, the National Register of Historic Places nomination, approved by the National Parks Service August 13, 2008, Places continuation sheet dated November 2007 provides a comprehensive description of the buildings and their significance within the District.

(A) The boundaries of the Historic Downtown Preservation Overlay District generally follow the boundaries as illustrated in the following map. However, § 11.01.240.050 of this code authorizes the City Council to amend the boundaries of the Historic Downtown Preservation Overlay District beyond the district specified by the National Register of Historic Places.

Historical Downtown Preservation District





(Prior Code, § 11.01.240.020) (Ord. 2021-15, passed 12-20-2021; Ord. XXXX-XX, passed XX-XX-XXXX)

§ 11.01.240.030 CONFORMANCE AND PROTECTION OF THE HISTORICAL DOWNTOWN PRESERVATION DISTRICT.

(A) All remodeling, replacement and new construction within the Historical Downtown Preservation Overlay District that is funded in whole or part from grants, stipends or free services from local, state or federal government sources must adhere to the requirements of those funds and this section to preserve and protect the historic character of the structure(s) worked on and if required the other structures within the Historical District.

(B) The Planning Board will support the building and architectural requirements of local, state and federal funding supporting these projects and act accordingly under §§ 11.01.270.010 through 11.01.270.080, if the provisions of § 11.01.240.030 are not met and the violations are well supported by the funding agency.

(Prior Code, § 11.01.240.030) (Ord. 2021-15, passed 12-20-2021; Ord. XXXX-XX, passed XX-XX-XXXX)

§ 11.01.240.040 ADDITIONAL REQUIREMENTS FOR REMODELING, REPLACEMENT AND NEW CONSTRUCTION WITHIN THE HISTORICAL DOWNTOWN PRESERVATION OVERLAY DISTRICT.

(A) Renovations and new construction proposed for the Historical Downtown Preservation Overlay District should be designed and implemented as to preserve the architectural features, the unique use of materials and the overall historic character of the individual structure, as well as the District.

(B) In reviewing a proposal to renovate or build new, the Planning Board shall consider any potential changes in scale and massing that do not have a negative effect upon the overall unity, consistency and cohesiveness of the streetscape and the District.

(1) Upon receipt of a building permit application of planning application for a property that is located within the Historic Downtown Preservation Overlay District, the Planning Board will request a report from the Historic Preservation Commission, established in § 11.01.250.010.

(2) The Historic Preservation Commission shall provide a report to the Planning Board concerning the historic characteristics of the property in question within one (1) month of the application.

(3) The report shall consist of information concerning the historic importance or architectural character of the property and may provide voluntary design guidelines for the benefit of the Planning Board and the applicant.

(4) The report shall be made available to the Planning Board, the applicant and the general public.

(C) The review process of the Historic Preservation Commission consists of examining scale, materials, setbacks, massing, sightlines, architectural style, and historic features, ghost signs, and design, in compliance with Secretary of Interior Standards for Historic Preservation, as a means to preserve, as much as possible, the intent of the Historical Downtown Preservation Overlay District.

(Prior Code, § 11.01.240.040) (Ord. 2021-15, passed 12-20-2021; Ord. XXXX-XX, passed XX-XX-XXXX)

§ 11.01.240.050 EXPANDING THE AREA OF THE HISTORICAL DOWNTOWN PRESERVATION OVERLAY DISTRICT.

Through recommendation by the Planning Board and Zoning Commission, and a majority vote of the City Council, the area encompassing SD-1 defined in § 11.01.240.020 can be expanded to include other contiguous areas of the B-1 District.

(A) If a property becomes registered on the National Register of Historic Places and is adjacent to the District, the City Council may decide through a majority vote to include the property in the Downtown Historic Preservation Overlay District.

(Prior Code, § 11.01.240.050) (Ord. 2021-15, passed 12-20-2021; Ord. XXXX-XX, passed XX-XX-XXXX)

HISTORIC PRESERVATION COMMISSION

§ 11.01.250.010 ESTABLISHMENT OF HISTORIC PRESERVATION COMMISSION

The Deer Lodge Historic Preservation Commission was established by the City Council of the City of Deer Lodge through the adoption of Resolution No. 979 and approved by the Mayor on February 5, 2001.

(Ord. XXXX-XX, passed XX-XX-XXXX, effective XX-XX-XXXX)

§ 11.01.250.020 INTENT

The Historic Preservation Commission is a City of Deer Lodge board affiliated with the Montana Main Street Program that works closely with the Montana State Historic Preservation Office. The mission is to engage in activities that promote the preservation of the unique historical character of Deer Lodge. This is done through education and through the procurement of historic preservation resources.

(A) The Commission shall serve in an advisory capacity to the City of Deer Lodge, the City Planning Board, and other pertinent bodies or organizations.

(B) The Commission shall have the powers and duties as directed in the City of Deer Lodge Resolution No. 979 and the contents of this section.

(Ord. XXXX-XX, passed XX-XX-XXXX, effective XX-XX-XXXX)

§ 11.01.250.030 BYLAWS

The Commission shall adopt bylaws as approved by a majority vote of the Commission members. The Bylaws shall be approved by the City Council and kept on file with the City of Deer Lodge City Clerk. Bylaws shall be reviewed annually by the Commission to determine the necessity of alterations.

(Ord. XXXX-XX, passed XX-XX-XXXX, effective XX-XX-XXXX)

§ 11.01.250.040 APPOINTMENTS AND TERMS

The Commission shall consist of a minimum of five (5) members. The Mayor, with approval of the City Council, will make all appointments to the Commission. Terms of office will be three (3) years, unless the member vacates the Commission by sending a written letter of resignation or if the member is not in compliance with the Bylaws established in § 11.01.250.030.

(A) A member of the Historic Preservation Commission shall also be appointed to the Planning Board by the Mayor with the consent of the City Council. A member of the Historic Preservation Commission shall be represented on the Planning Board at all times. If that member vacates either the Planning Board or the Historic Preservation Commission by resignation or expiration of term, the Historic Preservation Commission shall elect a representative to the Planning Board pursuant to the approval by the Mayor with the consent of the City Council.

(Ord. XXXX-XX, passed XX-XX-XXXX, effective XX-XX-XXXX)

§ 11.01.250.050 POWERS AND DUTIES

The powers and duties of the Historic Preservation Commission were established in Resolution No. 979 and supplemented by § 11.01.240.040 and this section. The powers and duties are as follows.

(A) Maintain a system for the survey and inventory of historic and prehistoric properties. The Commission shall maintain this inventory of identified districts, sites, buildings, and structures within the City of Deer Lodge and make this information available to the public. However, the Commission shall withhold

information about the locations, character, or ownership of historic or prehistoric resources if that disclosure may (1) cause a significant invasion of privacy, (2) risk harm to the resource, or (3) impede the use of a traditional religious site by practitioners (Sec 304 of the National Preservation Act, as amended).

- (B) Use the "National Register of Historic Places Criteria for Evaluation" for local designation of historic and prehistoric properties.
- (C) Participate in the process of nominating places to the National Register of Historic Places according to the Montana State procedures for Certified Local Governments, including reviewing and commenting on any National Register nominations within the City of Deer Lodge.
- (D) Review and comment to the Planning Board, the City Council, and the general public on building and planning applications received by the City for properties located in the Historical Downtown Preservation District as required by § 11.01.240.040.
- (E) Consult with City, County, State, and Federal agencies on all applications, environmental assessments, and other documents pertaining to historic districts, landmark sites, landmarks, or properties.
- (F) Review the City's zoning regulations for their applicability to issues of historic preservation and make appropriate recommendations to the City Council concerning any changes or modifications to zoning regulations or zoning district boundaries that relate to the management of historic districts, landmark sites, landmarks, and properties.
- (G) Participate in, encourage, promote, and conduct public informational, educational, and interpretive programs pertaining to historic preservation including potential tax incentives and Federal and/or State grants that may be available.
- (H) Take action to ensure compliance with federal and state guidelines regarding the Certified Local Government Program.
- (I) Submit an annual report to the State Historic Preservation Office describing projects, activities, recommendations and decisions made, projects reviewed, recommendations to the National Register of Historic Places, revised resumes of Historic Preservation Commission members and member attendance records.
- (J) Provide that at least one (1) member of the Commission shall attend at least one (1) training session each year that complies with the Certified Local Government program requirements and review any orientation materials provided by the State Historic Preservation Office.
- (K) Provide information, advice, and guidance, upon request by property owners, as to the restoration, rehabilitation, landscaping, and/or maintenance of potentially historic buildings, structures, and districts. The Commission may recommend voluntary design guidelines, which will be made available to the public for assistance in preservation projects.

(L) The Commission will make monthly reports to the Planning Board discussing its activity and accomplishments.

(M) Distribute and manage funding from the State Historic Preservation Office and other Federal, State, and local grants for eligible historic properties to improve and protect the character of historic districts, landmark sites, landmarks, and properties.

(Ord. XXXX-XX, passed XX-XX-XXXX, effective XX-XX-XXXX)

**MONTANA REAL PROPERTY LEASE AGREEMENT
CITY OF DEER LODGE – PASTURE "1E"**

THIS LEASE AGREEMENT (the "Agreement") effective the 20th day of June 2023, by and between the City of Deer Lodge, 300 Main Street, Deer Lodge, Montana 59722, (the "Lessor"), and Wade and Lonnie Murphy, 814 Deer Haven Drive, Deer Lodge, Montana 59722, (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in Powell County, Montana, described as: Area consisting of approximately 32.3 acres, located in the Southeast half of the Southeast Quarter (SE ¼ SE ¼) of Section 35, Township 8 North, Range 8 West, P.M.M., beginning on the section corner of 35 and 36 going in a Westerly direction 1,120 feet to a point where it meets the Junk Car Graveyard fence, thence North along said fence 1,259 feet to a point on said fence along the County Road, thence East 1,120 feet to a point on Section line fence between Section 35 and 36, thence South 1,259 feet to the point of beginning (the "Property").

Attachment #1: Map depicting Pasture "1E."

WHEREAS, Lessor desires to lease the Property to Lessee upon the terms and conditions of this Agreement; and

WHEREAS, Lessee desires to lease the Property from Lessor on the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Property together with any and all appurtenances thereto, beginning July 1, 2023 and ending at 12 o'clock midnight on June 30, 2025.
2. RENT. The total rent for the term is the sum twelve-hundred dollars (\$1,200.00), receipt of same being acknowledged by Lessor as prepaid by Lessee at the beginning of the term of the Agreement.
3. USE OF PROPERTY. The Property is leased for grazing purposes. Lessee agrees not to abuse the Property by overgrazing and shall observe the ordinary rules for good pasture management consistent with the conservation of the land resources and the perpetuation of its productivity, including the control of noxious weeds. Lessee shall not allow any other person to use or occupy the property without obtaining Lessor's written consent.

4. **BINDING EFFECT.** The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.
5. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Agreement, or sublet or grant any license to use the Property or any part of the property without the prior, written consent of Lessor. A consent by Lessor to one such assignment, subletting or license shall not be deemed to be consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Lessor or an assignment of subletting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
6. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the property by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Property at the expiration or earlier termination of this Agreement.
7. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Property to Lessee upon the commencement of the lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the Property. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement shall terminate.
8. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Property any items of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any reasonable insurance company.
9. **UTILITIES.** Lessee shall be responsible for arranging for and paying for any utility services provided to the Property.
10. **MAINTENANCE AND REPAIR.** Lessee will, at its sole expense, keep and maintain the Property, including fences and gates and appurtenances, in good condition and repair during the term of this Agreement.
11. **INSPECTION OF PROPERTY.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. The

right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Property.

12. SUBORDINATION OF LEASE. This Agreement and Lessee's interests are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by Lessor.
13. QUIET ENJOYMENT. Lessee, upon the execution of this Agreement and Lessee's performance of all Lessee's Agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Property for the term of this Agreement.
14. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Property, or to animals, goods, or equipment, and Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of any kinds and nature.
15. TERMINATION OPTION. At the option of Lessor, upon thirty (30) days written notice to Lessee, this Agreement may be terminated and upon such termination Lessee shall evacuate the Property.
16. ABANDONMENT. If at any time during the term of this Agreement, Lessee abandons the Property or any part thereof, Lessor may, at Lessor's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Property or any part hereof, for the whole or any part of the then unexpired term.
17. ATTORNEYS FEES. Should it become necessary for Lessor to employ an attorney to enforce any of this Agreement's conditions or covenants, including gaining possession of the Property, Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.
18. GOVERNING LAW. The Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Montana.
19. SEVERABILITY. If any provision of the Agreement shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected, but instead shall be enforced to the maximum extent permitted by law.

20. BINDING EFFECT. The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.
21. DESCRIPTIVE HEADINGS. The descriptive headings used in this Agreement are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
22. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties.
23. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to: City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

If to Lessee to: Wade and Lonnie Murphy
814 Deer Haven Drive
Deer Lodge, MT 59722

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given by written notice to the other party.

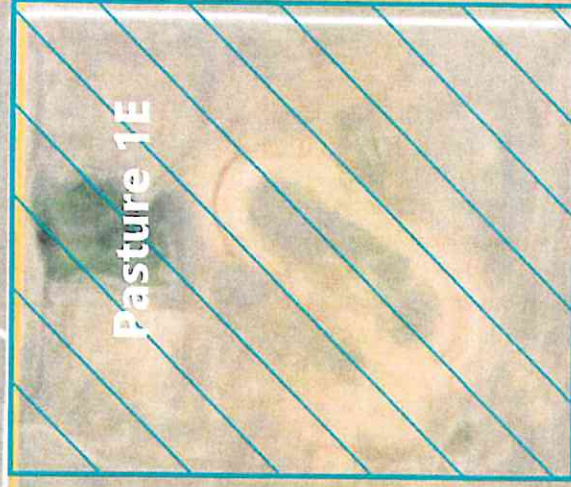
As to the Lessor this _____ day of _____ 2023.

James Jess
Mayor, City of Deer Lodge

As to the Lessee this _____ day of _____ 2023.

Wade and Lonnie Murphy

Attachment #1: Pasture 1E



City Council - August 7, 2023

Financial Summary

July 2023

Atypical Revenues	Purpose	Fund	Amount
Nothing to report			\$0.00
Completed Projects	Grant Funded	City Funded	Final Cost
Nothing to report			\$0.00
Atypical Claims	Purpose	Fund	Amount
Helena Sand and Gravel	2023 Street Maintenance	2510	\$113,210.46

Payables		
	Claims	\$357,033.10
	Payroll	\$159,032.54
	Total	\$516,065.64

A motion to approve payment of the claims is requested.

CITY OF DEER LODGE
Claims by Vendor Report
For the Accounting Period: 7/23

Vendor Name	Claim #	Date Accepted	Amount
POWELL COUNTY CLERK	11869	08/04/23	\$4,434.76
HELENA SAND & GRAVEL COMPANY	11885	08/04/23	\$113,210.46
CENTURY LINK	11860	08/04/23	\$85.10
ROME ENTERPRISES 027545	11848	08/04/23	\$816.43
NAPA AUTO PARTS	11851	08/04/23	\$1,153.43
NORTHWESTERN ENERGY	11844	07/31/23	\$24,221.76
NORTHWEST PIPE FITTINGS, INC.	11850	08/04/23	\$2,195.99
MONTANA BROOM & BRUSH SUPPLY	11859	08/04/23	\$512.79
VALLEY FOODS	11880	08/04/23	\$58.00
R & C LUMBER, INC.	11849	08/04/23	\$305.81
UTILITIES UNDERGROUND LOCATION CENTER	11890	08/04/23	\$109.91
LOCAL GOVERNMENT SERVICES	11874	08/04/23	\$130.00
ENERGY LABORATORIES, INC.	11846	08/03/23	\$2,946.00
CLARK FORK VETERINARY CLINIC	11847	08/03/23	\$2,218.81
LICKETY PRINT	11876	08/04/23	\$54.60
UNIVISION, INC.	11857	08/04/23	\$1,877.31
CULLIGAN OF BOZEMAN - BUTTE	11865	08/04/23	\$54.00
KOHR'S MEMORIAL LIBRARY - PETTY CASH	11892	08/04/23	\$60.54
STAPLES CREDIT PLAN	11861	08/04/23	\$164.95
UPS	11841	07/24/23	\$135.81
DeSILVA ELECTRIC, LLC	11887	08/04/23	\$3,189.04
MORRISON-MAIERLE CORP.	11867	08/04/23	\$306.00
MONTANA DEPARTMENT OF CORRECTIONS	11853	08/04/23	\$1,745.00
CENTER POINT LARGE PRINT	11895	08/04/23	\$49.14
OVERDRIVE, INC.	11894	08/04/23	\$1,624.52
CHARTER COMMUNICATIONS	11858	08/04/23	\$541.98
VERIZON WIRELESS SERVICES, LLC	11843	08/04/23	\$446.19
OFFICE SOLUTIONS, INC.	11882	08/04/23	\$1,081.94
WEX BANK	11842	08/03/23	\$5,672.72
DAN GREEN	11877	08/04/23	\$1,893.62
RDO EQUIPMENT CO.	11881	08/04/23	\$2,183.48
PITNEY BOWES, INC.	11868	08/04/23	\$777.72
STAHLY ENGINEERING & ASSOCIATES, INC.	11852	08/04/23	\$5,298.45
USDA RD LOAN #92-02	11839	07/28/23	\$4,075.00
DAVID G. RAY	11879	08/04/23	\$100.00
USDA RD LOAN #92-01	11838	07/17/23	\$15,765.00
JOHNSON & ASSOCIATES, INC.	11871	08/04/23	\$85.00
USDA RD LOAN #92-04	11840	07/18/23	\$11,886.00
ELVERUM LAW FIRM, PLLC	11883	08/04/23	\$5,565.15
MMIA-PROPERTY PROGRAM	11872	08/04/23	\$72,646.50
THATCHER COMPANY	11889	08/04/23	\$9,154.00
MONTANA DEPARTMENT OF CORRECTIONS	11854	08/04/23	\$9.50
GIRKY, ELISSA	11893	08/04/23	\$108.00
BEAST MOWED LAWN CARE	11870	08/04/23	\$7,240.00
IN CONTROL, INC.	11855	08/04/23	\$39,914.50
THOMPSON, GARY	11875	08/04/23	\$30.00
NOEL, KYLER	11891	08/04/23	\$14.46
DEER LODGE REFUSE DISPOSAL DISTRICT	11863	08/04/23	\$420.00
COWPOKE RANCH SUPPLY, INC.	11873	08/04/23	\$139.53
KELLEY CONNECT	11888	08/04/23	\$25.64
ADAPCO	11886	08/04/23	\$516.20
JORDAN GREEN	11878	08/04/23	\$92.61
INTERMOUNTAIN SPINE AND WELLNESS	11856	08/04/23	\$250.00
UNDERGROUND FACILITY PROTECTION PROGRAM	11862	08/04/23	\$26.80
HOLLOW CONTRACTING, INC.	11884	08/04/23	\$7,344.20
COTE & ASSOCIATES CPA PLLC	11866	08/04/23	\$1,068.75
PARSONS BEHLE & LATIMER	11845	07/18/23	\$1,000.00
			<u>\$357,033.10</u>

Jordan Green

From: Jordan Green
Sent: Wednesday, July 19, 2023 11:09 AM
To: Courtney Rasely
Cc: Cyndi Thompson
Subject: RE: City Pasture Lease Temp Building Request

Thank you Courtney. I have CC'd the City Clerk so she knows to put it on the August 7 Council Agenda.
Thank you,

Jordan Green, AICP, CFM
Chief Administrative Officer
City of Deer Lodge
300 Main St.
Deer Lodge, MT 59722
Phone: (406) 594-1896



From: Courtney Rasely <widow.2861@gmail.com>
Sent: Wednesday, July 19, 2023 11:08 AM
To: Jordan Green <jgreen@cityofdeerlodgemt.gov>
Subject: Re: City Pasture Lease Temp Building Request

Good morning, Jordan. Please accept this written request to be added to the August 7th City Council meeting agenda to request permission for temporary shelter for 4H animals on the leased pasture land. Property being, lying and situated in Deer Lodge, Powell County, Montana, described as: Tract of approximately eight acres located East of the Ball Fields of Deer Lodge lying within the City limits of said City and within Section 33, Township 8 North, Range 9 West, P.M.M. (the property) If there are any questions or concerns, please do not hesitate to contact me.

Thank you,
Courtney Rasely
819 Higgins ave
Deer Lodge, MT 59722
570-242-9918

On Tue, Jul 18, 2023 at 1:28 PM Jordan Green <jgreen@cityofdeerlodgemt.gov> wrote:

Hi Courtney,

Next City Council meeting will be Monday, August 7 at 6PM at City Hall.

Please submit a written request for Council's consideration of allowing temporary buildings on the pastureland.

Let me know if you have any questions.

Thanks!

**CITY OF DEER LODGE
ATTORNEY CONTRACT**

THIS CONTRACT, effective this 1st 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 1st, 2023 through June 30th, 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

Change Order No. 1

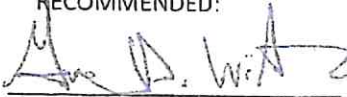

Date of Issuance: 7-31-2023	Effective Date: 7-31-2023
Owner: City of Deer Lodge	Owner's Contract No.:
Contractor: O'Keefe Drilling	Contractor's Project No.:
Engineer: Stahly Engineering	Engineer's Project No.: 2506-03J20
Project: Public Water Supply Replacement Well	Contract Name: PWS - New Well

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:	Original Contract Times:
\$ <u>207,300.00</u>	Substantial Completion: <u>90</u>
	Ready for Final Payment: <u>120</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ <u>0.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>207,300.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>8,396.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>215,696.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: _____	Title: 	Title: _____	Title: _____	Title: _____
Date: 7-31-2023	Date: _____	Date: 8-2-2023	Date: _____	Date: _____	Date: _____

P.O. Box 3810 - Butte, MT 59702
Office: (406) 494-3310 Fax: (406) 494-3301
Email: info@oakeeddrilling.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	\$ -
Total Amount Due:						\$ 132,846.00

CHANGE ORDER 1 - QUANTITY CHANGES

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
								TOTAL	\$ 6,396.00

Contractor's Application for Payment No. 2-3-7

Application Period: 4/1 to 7/30		Application Date: 7/31/2023
To: City of Deer Lodge	From (Contractor): O'Keefe Drilling	Via (Engineer): Stonly Engineering
Project: Public Water Supply Replacement Well	Contract: NTP Oct 25, 2022	Sub Comp Jan 23, 2023, Final Comp Feb 22, 2023
Owner's Contract No.: 2506-03120	Contractor's Project No.: COD23-01	Engineer's Project No.: 2506-03120

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$ 5,207,300.00
2. Net change by Change Orders.....	\$ 88,396.00
3. Current Contract Price (Line 1 + 2).....	\$ 5,295,696.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 5,132,846.00
5. RETAINAGE:	
a. 5% X \$132,846.00 Work Completed.....	\$ 6,642.30
b. X Stored Material.....	\$ 6,642.30
c. Total Retainage (Line 5a + Line 5b).....	\$ 126,203.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 5,006,692.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 4,918,299.68
a. Less 1% Gross Receipts Tax.....	\$ 1,262.04
8. AMOUNT DUE THIS APPLICATION.....	\$ 86,051.98
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above).....	\$ 89,492.30

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 fee 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: \$ 86,051.98	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) _____ (Date) _____
Approved by: _____	Funding or Financing (if applicable) _____ (Date) _____

Contractor Signature

By: *[Signature]* Date: 7/31/2023

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			G		
Bid Item No	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Fully Stored (net in C)	Total Completed and Stored to Date (D + E)	% (F / H)	Balance to Finish (H - F)								
		Item Quantity	Units	Unit Price															
101	Mobilization & Insurance	1	LS	\$300,000.00	\$300,000.00	0.25	\$3,000.00		\$3,000.00	35.0%	\$15,000.00								
102	OBSERVATION WELL BOREHOLE	250	LF	\$45.50	\$11,375.00	250	\$11,350.00		\$11,350.00	100.0%									
103	OBSERVATION WELL CASING	200	LF	\$45.00	\$9,000.00	200	\$9,000.00		\$9,000.00	100.0%									
104	OBSERVATION WELL SCREEN	50	LF	\$250.00	\$12,500.00	50	\$12,500.00		\$12,500.00	100.0%									
105	OBSERVATION WELL DEVELOPMENT	8	HR	\$450.00	\$3,600.00	8	\$3,600.00		\$3,600.00	100.0%									
106	OBSERVATION WELL PUMP TEST	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%									
107	WATER WELL BOREHOLE	250	LF	\$190.00	\$47,500.00	250	\$47,500.00		\$47,500.00	100.0%									
108	WATER WELL CASING	200	LF	\$118.00	\$23,600.00	200	\$23,600.00		\$23,600.00	100.0%									
109	STAINLESS STEEL WELL SCREEN	50	LF	\$445.00	\$22,250.00						\$23,500.00								
110	GROUT SURFACE SEAL	200	LF	\$25.00	\$5,000.00						\$5,000.00								
111	WELL DEVELOPMENT	8	HR	\$350.00	\$2,800.00						\$3,000.00								
112	PUMP TEST SETUP/REMOVAL	1	LS	\$8,000.00	\$8,000.00						\$5,000.00								
113	DISCHARGE PIPING SET/UP/REMOVAL	1	LS	\$2,000.00	\$2,000.00						\$5,000.00								
114	STEP-DRAWDOWN PUMP TEST	8	HR	\$275.00	\$2,200.00						\$2,200.00								
115	CONSTANT RATE PUMP TEST	72	HR	\$175.00	\$12,600.00						\$2,200.00								
116	WELL DISINFECTION	1	LS	\$200.00	\$200.00						\$12,600.00								
117	WELL CAP & SURFACE RESTORATION	1	LS	\$11,000.00	\$11,000.00						\$200.00								
118	RIG STANDBY		HR	\$430.00							\$11,000.00								
CO1	Change Order 1 - Additional lengths of pipe	1	LS	\$8,396.00	\$8,396.00	1	\$8,396.00		\$8,396.00	100.0%									
Totals					\$315,696.00		\$312,846.00		\$312,846.00	63.6%	\$82,850.00								

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	\$ -
Total Amount Due:						\$ 12,000.00

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	\$ -
Total Amount Due:						\$ 74,796.00

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

Owner: City of Deer Lodge	Application Period: August - October, 2022	Application Date: 21-Oct-22
Project: 2022 Street Maintenance	Contractor: Hollow Contracting	Engineer: Stahly Engineering
	Date of Contract: July 7, 2022	Engineer's Project No.: 2506-03K20

Change Order Summary

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

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 Receipts 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

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

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