

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, MARCH 03, 2020**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on March 3, 2020.

**COUNCIL MEMBERS PRESENT:**

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Don Nelson

**OTHERS PRESENT:**

Kurt Markegard, Public Works Director

Bethany Langve, Clerk/Treasurer

Levi Vandersloot, Interim Ambulance Director

**Public Input:**

There were none.

**General Items**

1. Northwest Energy LED Light Presentation  
Lisa Perry with NorthWestern Energy spoke about retrofitting all streetlights with LED's, see attached notes.

Council Member McGee stated with the adjustment for the 24 million spent. Going to the rate commission basically is the rent pay for the lights. He questioned if that was from now and forever or just until everyone pays the bill, and NorthWestern Energy gets their money back for this project.

Ms. Perry stated that she cannot make a guess on that. It really depends on the Public Service Commission and how they rule. Historically once the rates go up, the rates stay up as rent. She reiterated that she is not say that is how it would be.

Mayor Nelson asked when is NorthWestern Energy going to start on this project. Ms. Perry clarified that work on this project began yesterday.

Council Member McGee stated that his street had brighter lights and that he is not hip on what has come in, but that we will get used to it.

Ms. Perry stated they expect the Billings division to be done this calendar year.

2. Appointment of Makayla Kostelecky to the Laurel Volunteer Fire Department  
Mayor Nelson stated Makayla had to work this evening and was unable to attend. The Fire Chief submitted a letter that is included in the Council packet.
3. Declare Vacancy on Emergency Services Committee  
Mayor Nelson stated he would be making the announcement at next week's Council meeting. The City will advertise like normal. There will only be one vacancy on this board.
4. Motion to approve Council Member Sparks to be absent from the City of Laurel for more than ten days (LMC 2.12.060)  
There was discussion regarding if the Council Members, who requesting to be absent, would all be gone from the same meeting resulting in no quorum. It was clarified that there would be no issues with having a quorum by granting these requests.
5. Motion to approve Council Member Stokes to be absent from the City of Laurel for more than ten days (LMC 2.12.060)  
Discussed with previous agenda item.
6. Motion to approve Council Member McGee to be absent from the City of Laurel for more than ten days (LMC 2.12.060)  
Discussed with previous agenda item.

### **Executive Review**

7. Resolution - A Resolution Of The City Council Adopting The Laurel Transportation System Coordination Plan.  
Bethany Langve, Clerk/Treasurer, stated this is the annual update of the plan. It is submitted annually with our grant application. There are no significant changes. The City is applying for a new bus. It is a 13-passenger bus with all the bells and whistles. The bus is approximately \$77k with a \$15k match that the City had in reserves. In the past 12-months, the City has paid more than \$15k in repairs. The current bus is a 2009 with 67k miles, most of which are city miles.

The only item removed from the plan was a group that no longer uses the bus as they have their own bus. The Clerk/Treasurer could not remember the name off the top of her head.

The Planning Director has some great visions for this program. Will be starting a needs assessment group. Once the MOU is completed, which Council will see later this evening, they can begin working on inviting others to the meetings. Most meetings have been centered around policies and procedures or the MOU. Will invite COR and the MET from Billings. Billings does have some money they can spend outside the city limits.

It was questioned if we know what kind of bus the City is applying for. It was clarified that we only know the general specifications, such as it has two wheelchair spots. It has been over ten years since the City requested funds for a new bus.

It was questioned if the bus will come ready to go or if there will be additional costs. It was clarified that the City did add a bike rack, overhead storage, two-way radio, and drop chains. The bus will be ready to go with all of that if awarded the grant. The City will still need to put decals on the side of the bus, but otherwise ready to go.

8. Resolution - A Resolution Of The City Council Granting A Variance From The City's Zoning Ordinance To Disregard The Bufferyard Requirement, Sight-Obscuring Fence Requirement And Building Design Standards On A Parcel Of Property Located On East Railroad Street. (Public Hearing March 10th)  
Mayor Nelson state that the Planning Director was not able to be at tonight's meeting. The Public Works Director will be presenting this item.

Kurt Markegard, Public Works Director, stated that Laurel Trading Post is moving from its location on SE 4<sup>th</sup> Street to East Railroad Street past Walmart. His property is located just West of the new Midway Rentals building. He read a portion of the Planning Director's staff report, see attached. He stated that the Council would want to pass the bufferyard variance. The bufferyard is over the City's sewer line. The City does not want trees and shrubs over the sewer line. The City-County Planning Board held a public hearing last week.

It was questioned if the property was going to be annexed into the City. It was clarified that this property was annexed in a while ago.

It was questioned why there was barbed wire on top of the five-foot fence as the barbed wire is not allowed in the City. It was clarified that it is the existing fence between this property and Fiberglass Structures (Inc.). It was further questioned why the City was allowing them to keep the barbed wire fence. It was further clarified that that fence is someone else. This Council Member did realize it was someone else fence and that that discussion would be for another time. They did have consternation over why the City allowed someone to keep a barbed-wire fence in the City. It was clarified that this variance matches the one for Midwest Rentals.

It was questioned if there were any reasons that this variance would be a bad idea for the City and its Citizens. It was clarified that City Staff does not see any hindrances. This is currently bare land; the development will increase the taxable value. There is some interest in the land the trailers are currently being stored. The zoning ordinance will be looked at in the future.

9. Resolution - Resolution Awarding Knife River The Contract For The City Of Laurel's East Downtown Infrastructure Improvements Project And To Authorize The Mayor To Sign All Required Contract And Related Documents On The City's Behalf.

Matt Smith, KLJ, stated that KLJ has been working on this project since they became the City's engineer approximately two years ago. This project went out for bid this past winter and opened bids a week ago. Knife River was the lowest bidder coming in almost \$800k below the engineer's estimate. Would like to get this project started as soon as possible weather allowing. They are slated to start the last week of April or the first week of May.

The City had applied for a \$750k grant for infrastructure that they were not awarded. That grant was not figured into the project. The contractor will have 120 calendar days from start to finish of this project. There were concerns about the 4<sup>th</sup> of July. The 4<sup>th</sup> of July is on a Saturday this year and will not affect most of the 4<sup>th</sup> of July festivities. City Staff is working with the Chamber to change the parade route. The Chamber is proposing two parade routes. Construction will be planned to allow to keep the businesses open as well as pedestrian traffic. The water and sewer lines will also be replaced in the area. Manholes will be placed in the area as well as there are areas that should have had a manhole and don't. Some streets only have a two-inch water line for fire flow. These lines will be replaced with to achieve the proper fire flow. This project meets all the criteria for the TIF. There are stormwater issues, blight, flooding, etc. There was a public hearing in the neighborhood; only four people responded. One person was from outside the City, and the other three were business owners.

10. Resolution - A Resolution Of The City Council Amending Policies And Procedures For The Laurel Cemetery.

Mayor Nelson stated recently there was a request for a variance in the Cemetery. It was suggested to make the change to the policies and procedures.

Kurt Markegard, Public Works Director, read Council each one of the proposed changes, see attached. The family requesting a variance has an 8x16 footstone and would like another 8x16 footstone added. The previous update allowed headstones to be similar if they were previously put in.

The family would like this footstone put in before Memorial Day. There is plenty of time to order and have installed by then.

Cemetery Commission is also working on signage at the Cemetery.

### **Council Issues**

11. Discussion on Safety Levy for the Ambulance

Council Vice President and Emergency Services Committee Chair McGee stated that the Ambulance is long overdue for funding. The Mayor and City have done a great job getting funds to hire full-time staff. However, this still is not enough. The City has to plan in advance 85 days before a vote. There are organizations out there that can be helpful in getting safety levies passed. Their services could be engaged. The City is out of time to make it on the primary election in 2020 as we are five days away from the 85-day cut-off. The City will not want the safety levy placed on the general election ballot. That leaves a special election. The City would need to identify the date for a



mail-out ballot. He wanted to get this matter before Council. Emergency Services Committee still have questions and are seeking the answers to those questions. The Clerk/Treasurer is looking into the costs associated with doing a special election.

Levi Vandersloot, Interim Ambulance Director, stated he had come up with a preliminary value the Ambulance needs. That figure is \$350k. With that, the City will be able to provide five additional staff members to make true 24/7 coverage. He is also investigating the feasibility of pursuing long-distance transports. This is the only way to truly become self-sufficient and not rely solely on taxes. He recently met with our billing company. They stated long-distance transfers are preapproved. One example would be to transport from Billings to Denver. The cost of this transport would be approximately \$15k. By doing three transfers a month with a second crew could pay for the mill levy. These additional funds will be able to complete 911 calls and have a second truck. He stated he is working on double-checking his numbers, but it is expected to be in the \$350k range. There would be a sunset on this levy of possibly five to seven years. During those years, the Ambulance Service would work to become self-sufficient. The Ambulance Service also needs an active Medical Director. There is a lot of risk associated with being the Medical Director. Also included in the \$350k figure is approximately \$50k for additional equipment. He reiterated that this mill levy should only be for Ambulance.

The last safety levy that went out failed. There was approximately \$350k of need identified than for the Ambulance Service. The goal is to show where every dollar is going. The goal of this service is to be self-sufficient. That means having a sunset date on the safety levy. Transports have the potential to have a lot of revenue associated with them. Can use the older vehicles for these transports.

There are questions on the costs associated with a separate special election, but it might be a better option as there are no other items listed on the ballot. Will need to put together a good booklet on this proposed levy and make it available to the public. It is essential to take the time to put together a good product as there is a better chance of selling it to the community. The sooner, the better, but not sure when the City will be ready to move forward.

It was stated that typically when seeing a measure on the ballot, residents want to know what kind of check they will need to write for that service. Most successful mill levies break it down to the cost per day and compare that value to something people typically purchase, such as a cup of coffee.

Bethany Langve, Clerk/Treasurer, stated that she has emailed the Auditors asking if these funds can be restricted to Ambulance use only. Any maybe stated that up to 30% may be unrestricted at any given time as there are two other services that are not included in this discussion as this may suffice Police and Fire. The proposed time frame for this safety levy is seven years. After the sunset of this safety levy, the City will need to look at a safety levy for Fire.

The Interim Ambulance Director stated that he has been talking with both the County commissioners and DES and proactively working with them.

This need is not going to go away but need to have all our ducks in a row and do this right. Need to show how to get from point A to point Z. It was requested this item be on upcoming Workshops to discuss updates.

### **Other Items**

- MOU with Adult Resource Alliance of Yellowstone County  
This MOU has not been updated in a long time. This update includes the name change to the Adult Resource Alliance of Yellowstone County (ARA of YC). This MOU will automatically renew annually unless either party decides to terminate this agreement. One change was to clarify that the Laurel Senior Center did not own the bus.
- MOU – Cooperative Purchasing with the Montana Department of Administration.  
This MOU is a purchasing cooperative. The City can receive discounts through vendors if we are part of the cooperative. The Resolution will accompany this MOU for next week's meeting.
- Elected Officials Workshop  
Mayor Nelson stated that this year's Elected Officials Workshop is May 5<sup>th</sup>-7<sup>th</sup> in Bozeman. The draft agenda for this year's Workshop is not out yet. Council Members interested in attending need to let the Clerk/Treasurer know what days they plan on attending.

### **Review of Draft Council Agendas**

12. Review Draft Council Agenda for March 10, 2020.  
The two MOU's will be added to next week's Council agenda.

### **Attendance at Upcoming Council Meeting**

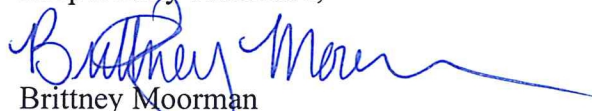
Council Member McGee will be absent from next week's meeting.

### **Announcements**

There were none.

The council workshop adjourned at 8:13 p.m.

Respectfully submitted,

  
Brittney Moorman  
Administrative Assistant

**NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.**

# NORTHWESTERN ENERGY LED STREET LIGHTING RETROFIT FOR CITY OF LAUREL



NorthWestern Energy has a four-year program to replace existing streetlights in Special Improvement Lighting District (SILD) with energy-efficient LED (light-emitting diode) lights. The project replace about 43,000 utility-owned streetlights between 2019 and 2023 in communities across our Montana service territory. The City of Laurel is being converted starting March 1<sup>st</sup>.

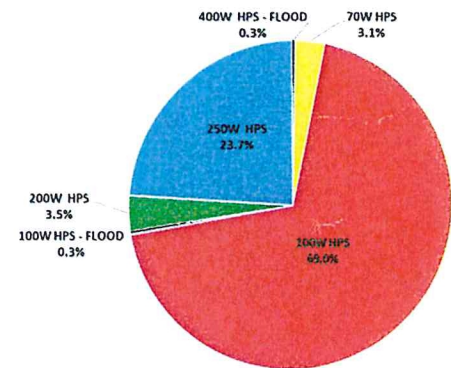
Existing NorthWestern street lights are generally High Pressure Sodium (HPS) in a variety of fixture styles including Cobra heads, Contemporary, Acorns, and Yard Lights. The project involves replacing existing street lighting heads and lamps on a one-to-one basis with equivalent LED products. The LEDs use about 50 percent less electricity than traditional HPS lights, and last two to three times longer.

The NorthWestern LED project will not upgrade “customer-owned” streetlights, or streetlights owned by local government entities or Montana Department of Transportation. NorthWestern owned yard lighting provided to residential/commercial customers is not be part of this LED street lighting project, but will be part of a Phase II LED project starting later this year.

## NORTHWESTERN’S LED STREET LIGHTING RETROFIT ADVANTAGES

- In 2019, NorthWestern conducted a **data reconciliation of the utility owned streetlights** in Laurel, including counting number of lights, and comparing data to streetlight maps, contracts, and billing records. A **field-engineering audit of the streetlights verified** number of lights, wattage, pole type/height, fixture type, underground or overhead service, and GPS location for each light.
- In the 2020, NorthWestern identified **287 utility owned streetlights in Laurel** to be changed to LED. (This will also include lights billed to the City in Thompson Park and at the City’s shop.)
- The changing of these 287 existing HPS street lights to LEDs is **estimated to save 87,276 kWh per year and about \$9,663/year**. As retrofit orders are completed, the wattage for the new LEDs will be entered into utility’s billing system and the reduced wattage will be reflected on the bills within a month or two depending on the bill cycle.
- The **LED street lighting products will be** a one-for-one head change out. NorthWestern selected, LED lights considered as ‘full cutoff’, to eliminate upward lighting and provide more directional light to the ground or street.
- NorthWestern’s LED lighting products have a **3000 K or 2700 K lighting temperature**, which is a more ‘white’ light than the current ‘orange’ HPS. An American Medical Association study recommends 3000 K lights for streetlights.
- Postcards were mailed to customers in Laurel advising them of the LED retrofit** before installation.
- There will be no upfront cost to the City of Laurel for the LED retrofits. LED fixtures will support Smart City Technology & Dimming capabilities in the future.

CITY OF LAUREL LED STREET LIGHTING LIGHTS BY WATTAGE



Fixture Type	Quantity	% of Total
COBRAHEADS	274	95.5%
ACORNS	7	2.4%
YARD LIGHTS	3	1.0%
FLOODS	2	0.7%
CONTEMPORARY	1	0.3%
<b>TOTALS</b>	<b>287</b>	<b>100.0%</b>

## HPS & LED WATTAGE COMPARISONS FOR STREET LIGHTS

HIGH PRESSURE SODIUM			LED				
HPS	HPS Billed Wattage	Monthly kWh at 350 hours/month	LED Code	LED HPS Equivalent	LED Billed Wattage*	Monthly kWh at 350 hours/month	Monthly kWh Savings LED over HPS Per Fixture
70W	83W	29	B	70W	32	11	18
100W	117W	41	C	100W	42	15	26
200W	228W	80	E	200W	73	33	47
250W	284W	99	F	250W	126	44	55
400W	464	162	J	400W	189	66	96

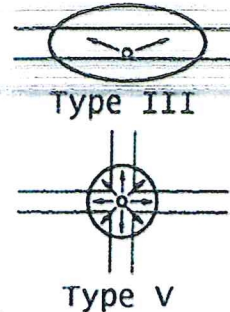
\* Actual LED wattage varies slightly between manufacturers, so NorthWestern Energy has established an average wattage based on various LED products installed.

## NORTHWESTERN ENERGY’S LED LIGHTING EQUIPMENT SPECIFICATIONS

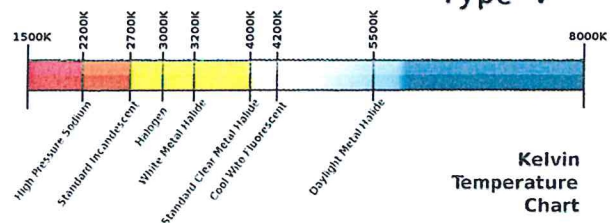


- **LED LIGHTING INSTALLATION.** NorthWestern Energy is doing a lamp/fixture head change out to new LED heads. These are a one-for-one change out of existing HPS lamp heads for LED. There will be no replacement of poles unless they are determined to be damaged or not structurally sound. Poles will not be repositioned, since the LEDs being selected will have similar light patterns to existing streetlights.
- **LED LIGHT PATTERNS.** The LED street lighting products NorthWestern selected are rated to have a similar light pattern as the previous HPS. Lighting distributions patterns are rated as Type I, Type II, Type III, Type IV and Type V. The two most common type of light distribution patterns NorthWestern has used for HPS street lights and the new LED lights are Type III and Type V.

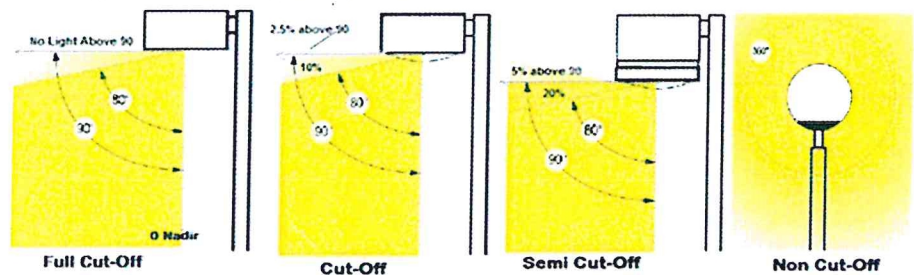
- **Type III** is an **asymmetric lighting distribution** typically used in roadway and parking lot applications. NWE Standard offering Type III fixtures styles are **Roadway/Cobra head, Shoebox, Acorn and Lexington** style of lights. Cobra heads that are 100W HPS will be replaced with a Type II pattern.
- **Type V** is a **symmetric light distribution** and typically used for area lighting applications, residential street lighting or alley lights. NWE Standard offering for Type V fixture styles are **Yard Light, Lawn Light and Contemporary**.



- **LED CORRELATED COLOR TEMPERATURE.** Correlated Color Temperature (CCT) is defined as "A measure in degrees Kelvin (K) on a scale of 1,000 to 10,000 of light's warmth or coolness. Lamps with a CCT of less than 3,200°K are pinkish and considered warm. Lamps with a CCT greater than 4,000 K are bluish-white and considered cool. 'Warm' colors appear tinged with yellow and generally feel soft and cozy. Cool colors are tinged with blue and appear whiter. Typically, Kelvin temperatures for commercial and residential lighting applications fall somewhere on a scale from 2000K to 6500K. **NorthWestern's LED lighting products have a lighting temperate that is 3000K or 2700K (cobraheads in residential areas),** which is a more 'white' light than the current HPS lights that have an 'orange' cast. The American Medical Association in a study a few years ago recommended 3000K lights for street lighting.



- **LIGHTING CUTOFF.** NorthWestern is selecting when available, LED lights that will be considered 'full cutoff', to eliminate upward lighting or back lighting that is a concern in some communities. A full-cut off is a term in the lighting industry to indicate the horizontal plane of the lens is 90 degrees. The Illumination Engineering Society (IES) historically had referred to street lighting with 'cut off' classifications.



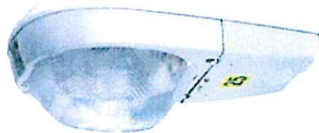
## COBRA HEADS STREET LIGHTS

**EXISTING COBRA HEADS** - NorthWestern Energy's current HPS cobra heads streetlights are 70, 100, 200, 250 and 400-watt HPS fixtures that are generally medium semi-cutoff or medium cutoff fixtures. They are installed on a variety of pole types including dedicated wood, distribution wood, steel and fiberglass. They are single-head fixtures, mounted on poles at a height of 25', 29.5' & 34' and served overhead or underground. The existing cobra heads have a Lighting Pattern Type III.

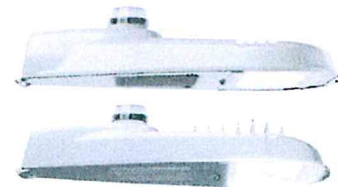
**LED COBRAHEADS** - The LED cobra heads will be a one-for-one replacement, Light Pattern Type III and 3000 K for the 200W, 250W & 400 W HPS LED replacements and 2700 K for the 70 & 100 W HPS LED Replacements. **These lights are considered full-cutoff fixtures.**

<i>Light Type/HPS wattage Equivalent</i>	<i>LED Watts (W)</i>	<i>Correlated Color Temperature (CCT)</i>	<i>Distribution Pattern Type</i>
<b>Cobra – Roadway – 100 W HPS</b>	<b>42 W</b>	<b>2700 K</b>	<b>Type II</b>
<b>Cobra – Roadway – 200 W HPS</b>	<b>93 W</b>	<b>3000 K</b>	<b>Type III</b>
<b>Cobra – Roadway – 250 W HPS</b>	<b>126 W</b>	<b>3000 K</b>	<b>Type III</b>

### EXISTING HPS COBRAHEAD



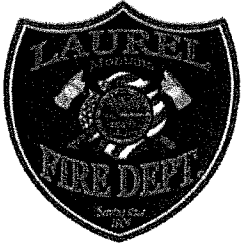
### LED COBRAHEAD



**LED GE Flat Glass/Discrete LED**



**LED Eaton Discrete LED**



# LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044  
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel  
PO Box 10  
Laurel, Mt. 59044

February 20, 2020

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department to become volunteers.

**Firefighters.**

Makayla Koselecky aka Schessler  
Bruce Middlemiss

Makayla is returning after a leave to obtain her nursing degree. She previously served from 2014- 2018.

They have both have been selected unanimously by the Department and are seeking your appointment.

All personnel have been approved by the Chief of the Department.

The Laurel Volunteer Fire Department also had 2 retirements and a resignation in February.

This will bring the total to:  
Fire- 35 of 45

Brent Peters  
Fire Chief  
Laurel Volunteer Fire Department

**Brittney Moorman**

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**From:** Brent Peters  
**Sent:** Sunday, February 23, 2020 9:06 PM  
**To:** Brittney Moorman  
**Subject:** Middlemiss

Brittney,

Please remove Bruce Middlemiss name for an appointment to the Fire Department. He elected not to join after hearing the commitment.

Thank you

Brent S Peters  
Fire Chief  
Laurel Volunteer Fire Department.



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: Variance – EEC Inc. and Gregory Haux (Laurel Trading Post)  
DATE: February 25, 2020

#### DESCRIPTION/LOCATION:

Gregory Haux of the Laurel Trading Post submitted a request for four variances to LMC Chapter 17.26 – Community Entryway Zoning District and Chapter 17.27 – SE 4<sup>th</sup> Street Overlay District. The affected property is located on East Railroad St. at a currently unassigned address. The parcel is zoned Highway Commercial and is within the Community Entryway Zoning District and SE 4<sup>th</sup> Street Overlay District. The applicant is requesting variances to disregard the bufferyard requirement, sight-obscuring fence requirement, and building design standards.

#### STAFF FINDINGS:

##### Applicant Data:

Owner: Gregory H. Haux  
Legal Description: ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 2B, 2C, & 2D  
Address: E. Railroad St.  
Parcel Size: 4.99 Acres  
Existing Land Use: Field  
Proposed Variance: Design standards and landscaping standards within the Community Entryway Zoning District and SE 4<sup>th</sup> Street Overlay District.  
Existing Zoning: Highway Commercial  
Surrounding Land Uses:

North: Zoning:	Heavy Industrial	Land Use:	Railroad
South: Zoning	Interstate Highway	Land Use:	Interstate Highway
East: Zoning	Highway Commercial	Land Use:	Midway Rentals
West: Zoning:	Highway Commercial	Land Use:	Fiberglass Structures Inc.



1. The variance application packet is attached and contains the application form, application cover sheet, detailed justification letter, fee receipt, a site plan, building design plans, and the public notice.
2. The application is requesting three variances to LMC 17.26 – Community Entryway Zoning District including:
  - a. 17.26.052 Development Standards Part B: Building Design Standards, Number 1,
  - b. 17.26.052 Development Standards Part C: Additional Provisions for Commercial Uses,
  - c. 17.26.054 Landscaping Standards part B.1: Bufferyard Requirements.
3. The application is requesting a variance to LMC 17.27 – SE 4<sup>th</sup> Street Overlay District including:
  - a. 17.27.060 Building Design Requirements, Part A.
4. LMC 17.26.052 Part B states:
  1. All buildings shall be completed on all sides with one of the following finishing material: brick, fluted block, colored textured block, glass, stucco, architectural concealed fastener metal panels, exterior insulation and finishing systems (i.e., Dryvit, etc.), stone or wood. Exposed seam metal buildings shall be prohibited unless covered with an acceptable finishing material.
5. LMC 17.26.052 Part C States:
  1. Storage of Merchandise. Any permitted storage of merchandise outside an approved building shall be within an area enclosed with a sight obscuring fence at least six feet in height that is architecturally compatible in color and design with the building. However, promotional displays, vehicle sales lots and plant materials may be displayed outside of an approved building or enclosed area so long as they are placed appurtenant to a building wherein the business displays the bulk of its goods for sale. In addition, retail nurseries shall be exempt from the enclosure of plant materials, and displayed merchandise shall not include any used equipment. Bufferyards or required landscaping shall not be used for the displaying of merchandise.
6. LMC 17.26.054 Part B States:
  - B. Landscaping.
    1. Bufferyard Requirements. All commercial/Industrial land uses are required to place a bufferyard (landscaping strip) adjacent to and along the length of I-90, First Avenue North, or First Avenue South on which the use fronts. Such landscaping buffer shall extend from the edge of the public right-of-way. Placement and landscaping design shall be at the discretion of the developer, and the required trees and shrubs may be clustered to enhance the view of the property from the public right-of-way as long as such uses conform with Section 17.26.052(C) of this code. A local design professional or local nursery must be consulted for assistance with the development of the landscape design. The use of native, drought-tolerant plant material is strongly encouraged. Evergreen trees are encouraged for bufferyards, and canopy trees are encouraged for parking areas. The planting of trees should be done in such a manner as to provide maximum solar efficiency throughout the site.
      - a. The developer shall have the option of one of the following three bufferyards. Bufferyard depth is measured from the property line adjacent to the public right-of-way inward. Any buffer area which overlaps another buffer area shall be subtracted

from the total to avoid double counting. The number of trees and shrubs required is per one hundred feet of frontage:

- (1) Twenty-five foot wide bufferyard: five Canopy or evergreen trees, ten Shrubs
- (2) Twenty foot wide bufferyard: ten Canopy or evergreen trees, fifteen Shrubs
- (3) Fifteen foot wide bufferyard: fifteen Canopy or evergreen trees, twenty Shrubs

7. LMC 17.27.060 – Building Design Standards, Part A:

- A. Exterior materials shall be sufficiently durable to ensure stability, maintainability, and long life. The materials to achieve a rustic western appearance are required. Buildings shall be finished with a minimum 40 percent half log and/or rock accents on the front façade.

8. The applicant and staff discussed 17.26.052.B and the significant design and building costs and opportunity costs to future business operations if the Community Entryway Zoning District codes are fully enforced as compared to similar businesses that currently exist within the same districts. The proposed design incorporates frontage and façade details and changes in materials and textures to keep with a rustic western aesthetic.

9. In regard to 17.26.B.1, there currently exists a sanitary sewer utility line running along the southern boundary of the property which would present serious future maintenance issues and conflicts with established City of Laurel Public Works standards if a bufferyard was constructed as per code.

10. 17.26.52.C.1 requires a sight obscuring fence for businesses storing merchandise outside of an approved building. The applicant states that the facility will utilize a secure 6' chain link fence topped with 1' of barbed wire along existing frontage and install a 5' pipe rail fence to secure merchandise while simultaneously allowing highway traffic to view merchandise stored on site as well as maintain a rustic aesthetic.

11. The Highway Commercial District was established to cater to the tourist, traveler, recreationist, and general traveling public. Requirements to block highway-focused businesses from marketing merchandise goes against the stated goal of the district.

12. Upon submittal it was found that the request for variance to 17.27.060 Part A was applied for in error. A variance is not required for this code as the property is not located directly on SE 4<sup>th</sup> Street as per 17.27.060 Part B.

#### **ZONING COMMISSION CONSIDERATIONS AND RECOMMENDATION:**

The Zoning Commission shall review and make determinations on variances through Laurel Municipal Code (LMC) Chapter 17.60.020:

- A. It shall be the duty of the zoning commission to authorize, upon appeal in specific cases, such land use variances from the terms of the zoning ordinances as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinances or regulations will result in unnecessary hardship, and so that the spirit of the

ordinances shall be observed and substantial justice done. The zoning commission shall, after a public hearing, make a recommendation to the mayor and council concerning the land use variance application.

- B. The zoning commission shall not recommend that land use variances be granted:
1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
  2. Unless the grant relates to a condition or situation special and peculiar to the applicant;
  3. Unless the basis is something more than a mere financial loss to the owner;
  4. Unless the hardship was created by someone other than the owner;
  5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
  6. Unless the variance would not affect adversely or injure or result in injustice to others; and
  7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.

#### ***STAFF SUGGESTED CONDITIONS:***

If the City Council recommends approval of the variance, the following conditions are suggested:

1. The proposed pipe rail fencing and existing barbed wire fencing must be securely affixed and/or anchored to the ground.
2. The proposed pipe rail fencing must not become an eye sore by way of lack of maintenance and/or repair.
3. Ensure dust and gravel control measures are in place to keep road debris off of Public right of way.
4. Lot and landscaping must be kept free of weeds as per the City of Laurel Weed Management Plan.

#### ***PROCEDURAL HISTORY:***

- Gregory Haux and Chuck Henrichs and Kevin Lundin of Eggart Engineering and Construction (EEC Inc.) met with the City Planner, Building Official, and Public Works Director to discuss the situation, receive comment from city staff, and understand the process to apply for a variance.
- The variance application packet was received on January 31, 2020 by the Planning Department.
- A public hearing for the variance request is scheduled to take place at the Laurel City-County Planning Board on February 26, 2020 at 5:35PM.
- A public hearing for the variance request is scheduled to take place at the Laurel City-Council Meeting on March 10, 2020 at 6:30PM.

# **POLICY & PROCEDURES**

**for the**

## **City of Laurel Cemetery**

**Laurel, Montana**



**Passed and Approved by the City Council  
Resolution No. R20-\_\_  
Adopted on March 3, 2020**

## **1. CITY POLICY**

- a. The City of Laurel has sole jurisdiction and overall responsibility for the policy, procedures, budget and operations of the Laurel Cemetery. The City shall ensure the Laurel Cemetery is maintained in an honorable and dignified manner to perpetually memorialize the deceased persons.
- b. The City of Laurel Public Works Department is responsible for the operation, maintenance, and opening /closing of the graves for the cemetery.
- c. The City Clerk's office is responsible for the collections of monies for plots and opening /closing of the graves.
- d. Cemetery Hours: The Laurel municipal cemetery shall be closed to the public on each day from sunset to seven a.m. No person shall enter or remain on cemetery grounds during hours of closure without prior approval from the cemetery commission. (LMC 2.84.110)
- e. Dogs or other pets are not allowed on cemetery grounds except for guide dogs of the legally blind.
- f. Recreational activities are not allowed on cemetery grounds including the consumption of alcohol or the use of illegal drugs.
- g. Vehicle traffic is limited to five (5) m.p.h. and must stay on designated cemetery roads.
- h. The City is not responsible for the theft or loss of personal belongings.

## **2. CEMETERY COMMISSION**

- a. The commission consists of seven members. One member of the commission shall be the duly elected, qualified acting mayor of the city. Six remaining commission members shall be appointed by the mayor and approved by the council as follows: Two members shall be duly elected, qualified and acting alderpersons of the city; two members shall reside within the city limits; and two members shall reside at large in Yellowstone County. The term of office of each member shall be two years or sooner, as specified in the mayor's appointment and until his/her successor is appointed and qualified. Any vacancy shall be filled by appointment for the unexpired term. (LMC 2.84.010)
- b. Control and manage all things pertaining to the city cemetery. (LMC 2.84.020)
- c. The commission shall adopt rules and regulations for the control and management of the cemetery, which rules and regulations shall be established by resolution of the city council; and which may be changed or amended from time to time by resolution of the

city council as recommended by the commission and as the council may deem appropriate. (LMC 2.84.020)

### **3. INTERNMENT**

- a. Hours of internment; Monday through Friday from 9:00 a.m. to 4:30 p.m., Saturdays from 9:00 a.m. to 12 p.m. at overtime rate. Graveside funerals will not be scheduled after 3:00 p.m. No Sunday or holiday burial unless for religious reasons.
- b. Outer burial containers required for adult and baby casket burials. No outer burial container is required for ashes. We do not handle vaults; this is handled by private companies. Our minimum outer container requirement is fiberglass.
  - (1.) Outer burial container materials allowed: concrete, polyguard with base, or fiberglass with base.
  - (2.) A vault will protect the casket and prevent a cave-in of the ground, if there is deterioration of the casket.
- c. The City of Laurel reserves the right to require a minimum of 48 hours notice for burials.
- d. No person other than City authorized personnel shall excavate a gravesite unless authorized by the Mayor or his designee.
- e. The City of Laurel would encourage funeral directors to limit the internment time at the graveside to one-half (½) hour to facilitate the caretaker's work.
- f. A maximum of three burials are allowed in one plot. If there is a full burial, it must be first, and then two cremains are allowed on top. If there is no full burial, three cremains are allowed in one lot. In all cases, only one headstone and one foot stone per lot.
- g. The man is generally buried to the south, and the woman is buried to the north, but this is the preference of the individual.
- h. Bodies are placed in the grave with the head on the west end of grave.
- i. Typically cremains are buried at the head of the grave and at the foot of the grave, unless a family prefers a different arrangement.

### **4. HEADSTONES**

- a. All headstones and footstones must be made of either granite, marble or bronze. No other materials are allowed.
- b. A maximum of two markers per lot, one headstone and one footstone.

- c. The City does not install headstones or footstones and requires prior notification of the placement of these monuments by calling the PWD at (406) 628-4796.
- d. The City is not responsible for the repair or replacement of headstones, footstones, or monuments from damages due to theft or vandalism.
- e. Headstones are placed at the head of the grave and may be read from either the east or west, at the discretion of the individual. Generally they are placed, as when reading them, when standing behind the head of the grave in a walkway, looking at the grave in front of you.
  - (1.) Where plots and lots have been previously started, the markers will be in accordance with the stones that have been previously placed.
  - (2.) Markers for unopened sections will be decided upon at the time the section is opened for burials.
  - (3.) Bevel style or flat markers are required in the following sections and all subsequent sections: Section B, Section G, Section H, Section J and Section O.
  - (4.) Section B, Section J, and all new sections have rebar markers on both sides to identify the front alignment of each grave row. Contractors setting foundations for headstone and markers are required to use the alignment established to set, when placing all concrete work. The front edge of the stone must line up with the established alignment. Concrete foundations may project into the walkway by eight inches.
- f. Single Headstone
  - (1.) Marker must be at least 24" long and no more than 30" long.
  - (2.) Marker width shall be at least 12" and no more than 14" wide.
  - (3.) Marker height for bevel style shall be at least 6" but no more than 8" in back, sloping to the front.
- g. Double Headstone
  - (1.) Marker must be at least 42" long and no more than 68" long.
  - (2.) Marker width shall be at least 12" and no more than 14" wide.
  - (3.) Marker height for bevel style shall be at least 6" but no more than 8" in back, sloping to the front.
- h. Baby Headstone – Baby Section K
  - (1.) Lot is 3' wide by 5' long.
  - (2.) Marker must be at least 18" long and no more than 20" long. (The most common baby size is 10" x 20".)
  - (3.) Marker width shall be at least 10" and no more than 14" wide.
  - (4.) Foundation regulations are the same as for other stones with a minimum 8" collar of cement.

## 5. VETERAN'S SECTION - MARKERS / GRAVE INFORMATION

- a. The white upright marble veteran headstone is only allowed in the designated veteran sections, Section C and Section J. Veteran footstones, made of granite or bronze, are placed in other sections as a footstone.
- b. Foundations must follow regulations for single markers regarding length, width and depth of concrete.
- c. The remains of the veteran's spouse are allowed to be buried on the veteran's grave after the veteran is buried (exception to this rule will be made if both the veteran and spouse are cremation internments. A Veteran headstone must be ordered and purchased for the spouse at the time of internment. At the time of the Veteran's internment the spouses headstone will be replaced with a VA supplied headstone.
- d. The spouse's name and dates of birth and death are allowed to be engraved on the back of the stone after their death, in uniform lettering with the front of the stone, at the family's expense. No additional information is allowed.
- e. No additional graphics are allowed to be engraved on the upright white marble stone after placement. It voids the warranty and is considered vandalism by the military.
- f. Nothing is allowed to be tied or wired onto the headstone at any time. It will be removed and disposed of.
- g. No additional marker or footstone is allowed on the grave.

## 6. FOOT STONES

- a. Foot stones must be level with the ground and set in a proper foundation with the minimum 8" collar of cement.
- b. No floral vases allowed in foot stones.
- c. The marker must be at least 24" long and no more than 30" long (exception see e.)
- d. Marker width shall be at least 12" and no more than 14" wide (exception see e.)
- e. Where plots and lots have been previously started, the foot stones will be in accordance with the stones that have been previously placed in those sections

## 7. MONUMENTS

- a. No monument shall be erected on less than two joining lots, which should be of natural granite and not less than two and one-half feet in height. All existing monuments can remain.

## 8. TEMPORARY PLAQUES

- a. Some funeral homes put a temporary plaque in the dirt after the grave closing. This is not meant to be a permanent marker.



- b. **CITY'S POSITION:** The City is not responsible for damage to temporary markers. The caretaker will not remove them for maintenance. In the course of regular cemetery maintenance (moving, aeration, etc.) it is possible that these markers could be damaged. These markers, in no way, are considered permanent markers and cannot be cemented into the ground.

## 9. FOUNDATIONS

- a. All foundations must be made of concrete. No stone foundations are allowed. All concrete work must be completed as fast as possible under the inspection of the caretaker and materials not used, must be removed as the work is completed. All foundations shall be as follows:
  - (1.) 12" depth for all monuments, with an 8" collar extending all around.
  - (2.) 6" depth for all headstones or markers, with an 8" collar extending all around.
  - (3.) The concrete must extend the full width of the grave or whatever distance is required to connect it to an adjacent foundation.
  - (4.) No monument, slab, coping, curbing, hedging or enclosure of any nature will be permitted in a single grave row.
  - (5.) All concrete used must meet city specifications. (4000 PSI/6.5 bag)
  - (6.) Substandard concrete work will be replaced at installer's expense, within an acceptable period of time.

## 10. FLORAL VASES

- a. Veteran Sections – Section C & Section J
  - (1.) Floral PVC vases will be installed in the concrete foundation of the upright white marble stone when the stone is set.
  - (2.) One vase per stone installed and centered on the left (north) side, nine inches (9) from edge of stone to center of vase.
- b. Remaining Sections of Cemetery
  - (1.) No floral vases allowed in foot stones.
  - (2.) Only removable flower pot holders will be allowed to be installed in the concrete foundation. These vases must be installed at the time the concrete foundation is poured. (If done afterwards, there is too great a risk that it will crack the foundation and would then require replacement of the foundation.)
  - (3.) The only other option for the flower vase is to re-pour the entire concrete foundation and have the stone reset.
  - (4.) Vases must be placed on the north/south ends of the stone, even when using just one vase.

**11. FLORAL POLICY - *The rule of thumb is: "If it is not a flower, don't leave it."***

**a. Flowers**

- (1). The gravesite is allowed a maximum of two flower containers for floral arrangements. The cost of the floral containers shall be paid by the family and/or the estate of the deceased.
  - (2). Flowers are allowed at any time for placement on gravesites in the floral containers. Flowers will be removed from gravesites when they become unsightly. Only fresh cut flowers, artificial flowers and plants, which can be inserted into the on-site floral containers, shall be allowed.
- b. No plantings of any type are permitted on cemetery grounds or on grave sites, other than those included in the landscape design of the cemetery. No potted plants, wreaths, flags, shepherd hooks, emblems, or other forms of decorative articles are permitted on grave sites, unless specifically authorized during defined holidays.
- c. Grave blankets of any size are not permitted.
- d. Christmas decorations and wreaths (18" in diameter or smaller) shall be permitted on graves beginning December 15th and shall be removed by cemetery personnel no earlier than January 15th.
- e. Wreaths and/or floral arrangements are permitted the week before and week after Memorial Day. Cemetery personnel will remove them the Monday following Memorial Day. To honor the veterans, wreaths and arrangements are also allowed in Veteran Sections C & J for the Veteran's Day holiday. Cleanup of this section will be the Monday following Veteran's Day.
- f. Flags may be placed on each veteran's grave in Veteran Sections C and J by veterans' organizations, only for the Memorial Day observance and will be removed at the end of the week. Any flag found on a grave other than the Memorial Day observance will be removed.
- g. Unacceptable items are: statues, vigil lights, permanent plantings, any glass object, commemorative items, memorabilia, pinwheels, balloons, any political affiliated items or signs, shepherd hooks and any grave decoration over 18 inches. The cemetery does not permit adornments which are considered offensive, inconsistent with the dignity of the cemetery or considered hazardous to cemetery personnel; examples are beads, wires, twine and string which may become entangled in mowers or other equipment and cause injuries.

**12. TREES, SHRUBS & GRASS**

- a. The cutting, breaking of, or injury to the trees, shrubs, grass or other plantings on the cemetery grounds are not permitted.
- b. Donations may be made for purchase of trees, but may only be planted in designated areas under the direction of the Public Works Department. The Tree Board and PWD determine the type of trees that will be planted.

**13. GENERAL INFORMATION:**

- a. Regular graves ..... 4' x 10'  
 "Walk-way" graves in old sections ..... 6' x 10'  
 Baby graves in designated "baby sections" ..... 3' x 5'  
 Walkways between rows of graves (North/South) ..... 6'  
 Cremation sections ..... 4' x 5'
- b. A full grave is dug 4'x 8', starting at the foot of the grave. The remaining two feet at the head of the grave is left undisturbed for headstone placement.
- c. In the case of stillborn infants under 20 weeks gestation and no death certificate, the following rules apply:
  - (1.) The city requires a minimum of a fiberglass box, minimum size of 10"x10"x 6" and a maximum size of 12" x12"x12".
  - (2.) Verification from a doctor of stillborn infant.
  - (3.) No activity will take place without the city's knowledge.

**CONTACT INFORMATION:**

City of Laurel  
 115 W. First Street  
 PO Box 10  
 Laurel, MT 59044

City Hall hours: Monday – Friday 8:00 a.m. to 5:00 p.m.

City Clerk's Office - (406) 628-7431  
 Public Works Department – (406) 628-4796

For information and to schedule a burial, call the City Clerk's office.

**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A MEMORANDUM OF UNDERSTANDING FOR OPERATION  
AND COST SHARING FOR PUBLIC TRANSPORTATION SERVICES  
WITH THE ~~YELLOWSTONE COUNTY COUNCIL ON AGING~~  
**ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY.****

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Memorandum of Understanding ("MOU") between the City of Laurel and ~~Yellowstone County Council on Aging~~ **Adult Resource Alliance of Yellowstone County (ARA of YC)** for operation and cost sharing for public transportation services, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said MOU on behalf of the City.

Introduced at a regular meeting of the City Council on ~~July 19, 2011~~ **March 10, 2020**, by  
Council Member

Stamper

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this ~~19<sup>th</sup>-~~  
~~day of July, 2011~~ **10<sup>th</sup> day of March, 2020**.

APPROVED by the Mayor this ~~19<sup>th</sup>-day of July, 2011~~ **10<sup>th</sup> day of March, 2020**.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Legal Counsel  
Thompson Painter Law

MEMORANDUM OF UNDERSTANDING FOR  
OPERATION AND COST SHARING FOR  
PUBLIC TRANSPORTATION SERVICES BETWEEN  
THE CITY OF LAUREL, MONTANA AND THE ~~YELLOWSTONE COUNCIL  
ON AGING~~ **ADULT RESOURCE ALLIANCE OF YELLOWSTONE  
COUNTY.**

W I T N E S S E T H:

WHEREAS, the City of Laurel (City), Montana and ~~Yellowstone County Council on Aging (YCCOA)~~ **Adult Resource Alliance of Yellowstone County (ARA of YC)** desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits; and

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings; and

WHEREAS, the City and ~~YCCOA~~ **ARA of YC** desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services; and

WHEREAS, the City intends to continue operating a public transit system in FY ~~2011-2012~~ **2020-2021** in cooperation with the ~~YCCOA~~ **ARA of YC** to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and ~~YCCOA~~ **ARA of YC**.

SECTION I

It is hereby agreed that the City of Laurel hereinafter referred to as "City", and ~~Yellowstone County Council on Aging, hereinafter referred to as "YCCOA"~~ **Adult Resource Alliance of Yellowstone County, hereinafter referred to as (ARA of YC)**, agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this ~~Memorandum of Understanding~~ MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

SECTION II

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to



determine if changes are necessary to improve services provided hereunder.

2. For the term of this MOU, the Parties will share the operation of the transit service through the provision of services as follows:

- a. City shall provide for use, ~~two~~ **one** transport vehicles, ~~one being a Dodge van to be used for a vanpool service from Laurel to Billings and the other being a Dodge Sprinter for everyday on demand use, with the ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should the Sprinter break down.~~ The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the ARA of YC. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over \$1000.00.
- b. ~~YCCOA~~ **ARA of YC** shall provide for use, one existing transport vehicle as back-up to the Laurel Transit System, one driver and back-up drivers as needed. ~~YCCOA~~ **ARA of YC** shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.
- c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.
- d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.
- e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.
- f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.
- g. The City of Laurel will reimburse the ~~YCCOA~~ **ARA of YC** quarterly at the State rate of 54% of the wage, benefits and fringe. The ~~YCCOA~~ **ARA of YC** shall submit its financials to the City of Laurel by the 15<sup>th</sup> of the month following the end of the preceding quarter reflecting the reimbursement.
- h. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the ~~YCCOA~~ **ARA of YC** will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the

population of riders significantly changes mid-year, the fuel budget will be modified yearly.

- i. Jointly implement policies and procedures that encourage the use of public transportation.
  - j. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.
3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.
4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.
5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.
6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.
7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.
8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system

### SECTION III

1. The Parties agree that the term of this MOU shall be one year, and will autorenew each March 10<sup>th</sup> unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the



dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

3. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.
4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

#### SECTION IV

1. ARA of YC understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to ARA of YC or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>. The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. ARA of YC's signature upon this document acknowledges they have read and understand the Master Agreement.
2. No employee, officer, board member or agent of ARA of YC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - (1) The employee, officer, board member or agent;
  - (2) Any member of his or her immediate family;
  - (3) His or her partner; or
- (4) An organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. ARA of YC's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

#### SECTION V



Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and ~~YCCOA~~ ARA of YC Board of Directors.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C Nelson, Mayor

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

\_\_\_\_\_  
Date

ADULT RESOURCE ALLIANCE of YELLOWSTONE COUNTY

\_\_\_\_\_  
Bea Ann Melichar, Executive Director

\_\_\_\_\_  
Date

# COOPERATIVE PURCHASING MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding (MOU) is made and entered into between the Montana Department of Administration, ("STATE") and City of Laurel Montana, a local public procurement unit ("LOCAL UNIT") or tribal procurement unit ("TRIBAL UNIT") as defined in section 18-4-401, Montana Code Annotated (MCA).

Bethany Langve, Clerk/Treasurer, shall represent the LOCAL UNIT or TRIBAL UNIT in working with this Agreement. Meghan Holmlund, of the State Financial Services Division, Department of Administration shall represent the STATE.

2. The purpose of this Memorandum of Understanding is to permit the LOCAL UNIT or TRIBAL UNIT to purchase supplies and services from vendors at the prices, terms, and conditions contained in contracts between the STATE and those vendors. The methods by which the LOCAL UNIT or TRIBAL UNIT may participate in state contracts are through the Requisition Time Schedule for vehicles, Term Contracts, eMACS Marketplace, and Purchase Orders or Contracts established from Invitations for Bid or Requests for Proposal.
3. It is understood and agreed that this Memorandum of Understanding is entered into pursuant to the provisions of sections 18-4-401 through 18-4-407, MCA, and that no separate legal entity is hereby created. In compliance with this MOU, the LOCAL UNIT or TRIBAL UNIT shall indicate how it qualifies as a "Local Public Procurement Unit", as defined by 18-4-401(2), MCA:

- ☐ COUNTY
- ☒ CITY OR TOWN
- ☐ PUBLIC AGENCY
- ☐ EDUCATIONAL INSTITUTION\*
- ☐ NONPROFIT HEALTH INSTITUTION\*
- ☐ PUBLIC AUTHORITY\*
- ☐ OTHER\*

\* Those organizations that are asserting qualification under these criteria must supply the STATE with written verification that they are currently receiving public funding. **Organizations that fail to provide such verification may be rejected.**

4. The STATE shall:
  - a. Conduct the procurement in compliance with the Montana Procurement Code, Title 18, (MCA) and the Administrative Rules of Montana (ARM), Title 2, Chapter 5.
  - b. Provide the LOCAL UNIT or TRIBAL UNIT with information on all eligible Term Contracts or Requisition Time Schedule items. All prices, terms, and conditions indicated on the listing are valid for the period stated therein.
  - c. Inform vendors that the LOCAL UNIT or TRIBAL UNIT is an eligible participant in any solicitation intended for cooperative purchasing.
  - d. Determine the specifications for the supplies and services.

5. The LOCAL UNIT or TRIBAL UNIT shall:

- a. Ensure that all local or tribal procurement requirements have been met prior to participation in a state contract.
- b. Ensure that purchase orders issued against state contracts are in accordance with the prices, terms, and conditions established in the state contract.
- c. Make timely payments to the vendor. Payment for supplies, services or taxes and inspection and acceptance of supplies and services ordered by the LOCAL UNIT or TRIBAL UNIT shall be the exclusive obligation of said unit.
- e. Be responsible for the ordering of supplies or services.

The exercise of any rights or remedies by the local public procurement unit or tribal procurement unit shall be the exclusive obligation of such unit; however, the STATE, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

- 6. The LOCAL UNIT or TRIBAL UNIT agrees that it will be responsible for all disputes that may arise between it and a vendor. The LOCAL UNIT or TRIBAL UNIT shall hold the STATE harmless from any liability that may arise from its utilization of this cooperative purchasing Memorandum of Understanding.
- 7. It is understood and agreed that the STATE may, pursuant to section 18-4-406 (3), MCA, charge a management fee for services provided under this Memorandum of Understanding. Such fees will not be assessed unless the LOCAL UNIT or TRIBAL UNIT has been notified.
- 8. The LOCAL UNIT or TRIBAL UNIT authorizes the Contractor to release any information pertaining to a state contract when requested by the STATE.
- 9. This Memorandum of Understanding will take effect upon execution by both parties and shall continue until it is terminated by giving 30 days written notice to the other party.

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**Thomas C Nelson, Mayor**  
**FOR THE LOCAL PUBLIC PROCUREMENT UNIT**  
**OR TRIBAL PROCUREMENT UNIT**

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**DATE**

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**STATE PROCUREMENT BUREAU**  
**DEPARTMENT OF ADMINISTRATION**

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**DATE**

**PLEASE FILL IN THIS PORTION FOR CORRECT SHIPPING AND BILLING PURPOSES**

City of Laurel  
Attention: Bethany Langve  
115 W 1<sup>st</sup> Street  
PO BOX 10  
Laurel, MT 59044  
(406) 628-7431 ext 2  
[cityclerk@laurel.mt.gov](mailto:cityclerk@laurel.mt.gov)

This agreement must be signed by a local government or tribal official and returned to:

State of Montana  
State Procurement Bureau  
[coop purchasing@mt.gov](mailto:coop purchasing@mt.gov)