



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JUNE 02, 2020  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.*

### **General Items**

#### **Executive Review**

1. Resolution - A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's 2020 Pavement Maintenance Project.
2. Resolution - A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Agreement With The Montana Department Of Transportation For The Provision Of Grant Assistance For The City's Public Transportation System.
4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Operating Contract With The Montana Department Of Transportation To Provide Assistance With The City's Public Transportation System.

#### **Council Issues**

5. Discuss Noise Ordinance
6. Discussion on Street Maintenance
7. Discussion on Code Enforcement in New Mobile Home Park
8. Discussion on 4th of July

#### **Other Items**

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

9. Draft Council Agenda for June 9, 2020.

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

##### **Announcements**

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

#### **DATES TO REMEMBER**

**File Attachments for Item:**

Resolution - A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's 2020 Pavement Maintenance Project.

**RESOLUTION NO. R20-\_\_\_\_**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PREVIOUSLY APPROVED TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. TO PROVIDE ADDITIONAL SERVICES FOR THE CITY OF LAUREL'S 2020 PAVEMENT MAINTENANCE PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmas, Lee & Jackson, Inc. ("KLJ") on December 5, 2017; and

WHEREAS, the City previously approved a Task Order authorizing engineering services for the City of Laurel's 2020 Pavement Maintenance Project; and

WHEREAS, due to the low bids for the project, the City was able to add additional work to the Maintenance Project; and

WHEREAS, the additional work will require additional engineering services as described in Amendment #1 which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment #1 to the previously approved Task Order authorizing additional services for additional compensation for the City's 2020 Pavement Maintenance Project is hereby approved and the Mayor is hereby authorized to execute the attached Amendment #1 on the City's behalf.

Introduced at a regular meeting of the City Council on June \_\_, 2020, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this \_\_ day of June, 2020.

APPROVED by the Mayor this \_\_\_\_th day of June, 2020.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **Amendment #1 to Task Order: Laurel 2020 Pavement Maintenance**

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### **1. Background Data:**

- |    |                                  |   |
|----|----------------------------------|---|
| A. | Effective Date of Task Order:    | December 23, 2019                         |
| B. | Owner:                           | City of Laurel                            |
| C. | Engineer:                        | Kadrmass, Lee & Jackson, Inc. (dba "KLJ") |
| D. | <b>Specific Project (title):</b> | Laurel 2020 Pavement Maintenance          |

### **2. Description of Modifications**

- A. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order Laurel 2020 Pavement Maintenance is modified to include the following additional areas:

- |                              |                        |
|------------------------------|------------------------|
| ▪ Bernard Street,            | ▪ Milwaukee Road       |
| ▪ SE 4 <sup>th</sup> Street, | ▪ 9 <sup>th</sup> Ave. |
| ▪ S. 8 <sup>th</sup> Ave.    | ▪ 10 <sup>th</sup> Ave |
| ▪ Foundation Ave.            | ▪ 13 <sup>th</sup> Ave |
| ▪ Payne S. Drive,            | ▪ Ann's Place          |
| ▪ Duval Dr.                  | ▪ Betty Ave            |
| ▪ Davis Circle               | ▪ Cherry Hills Drive   |
| ▪ Topeka Dr                  |                        |

Per the attached Exhibit ST 1.

### 3. Task Order Summary (Reference only)

A. Original Task Order amount:	\$ 82,000.00
B. Net change for prior amendments:	\$ 0
C. This amendment amount:	\$ 35,000.00
D. Adjusted Task Order amount:	\$117,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

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

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

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

ENGINEER:

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

Mark Anderson  
Title: Vice President, EPW

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

**File Attachments for Item:**

2. Resolution - A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY  
OF LAUREL AND YELLOWSTONE BOYS AND GIRLS RANCH,  
RELATING TO FIRE PROTECTION.**

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

Section 1: Approval. The Agreement between the City of Laurel and Yellowstone Boys and Girls Ranch, relating to fire protection, a copy attached hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the City Council on June \_\_, 2020, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this \_\_<sup>th</sup> day of June, 2020.

APPROVED by the Mayor this \_\_\_\_<sup>th</sup> day of June, 2020.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



# LAUREL FIRE/EMS

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

May 4, 2020

Yellowstone Boys and Girls Ranch

Dear Yellowstone Boys and Girls Ranch Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer a contract with a 2% increase from last year. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2020- 2021	\$10,085.57	x	.02	\$201.71	+	\$10,085.57	=	\$10,287.28

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by first the Council Workshop in June. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by May 27, 2020.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District of the Yellowstone Boys and Girls Ranch please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911



**AGREEMENT FOR  
YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as "City" and the Yellowstone Boys and Girls Ranch, hereinafter referred to as the "Yellowstone Boys and Girls Ranch".

**WITNESSETH**

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the Yellowstone Boys and Girls Ranch at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the Yellowstone Boys and Girls Ranch boundary description and map; and,

WHEREAS, the Yellowstone Boys and Girls Ranch desires to obtain the said fire services from the City by entering into a contract with the City for such services;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Yellowstone Boys and Girls Ranch at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:

- a. fire protection and suppression;
- b. fire prevention;
- c. fire investigations;

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Yellowstone Boys and Girls Ranch.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Yellowstone Boys and Girls Ranch as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Yellowstone Boys and Girls Ranch will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility of Yellowstone Boys and Girls Ranch.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2020, and shall terminate on June 30, 2021.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new annual agreement. The parties may extend the

agreement in writing that is accepted and signed by both the City's Mayor and an authorized official/agent of the Yellowstone Boys and Girls Ranch.

5. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ten thousand two hundred eighty seven dollars and twenty eight cents (\$10,287.28). One-half of the said fees shall be paid on or before December 31, 2020. The remaining one-half shall be paid on or before June 30, 2021.

6. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the Yellowstone Boys and Girls Ranch from any claims for such injury or damage.

7. ANNUAL REPORT

The City will furnish an annual written report to Yellowstone Boys and Girls Ranch, which will include the number and type of incidents, responded to within the Yellowstone Boys and Girls Ranch by City personnel.

8. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

9. TERMINATION

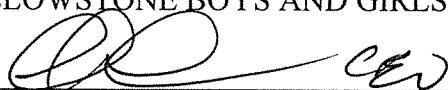
Each party must give at least thirty (30) days written notice to the other party of the cancellation of the said Agreement. Cancellation can only occur on the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

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

By  \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

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

**File Attachments for Item:**

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Agreement With The Montana Department Of Transportation For The Provision Of Grant Assistance For The City's Public Transportation System.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A MEMORANDUM OF AGREEMENT WITH THE MONTANA DEPARTMENT  
OF TRANSPORTATION FOR THE PROVISION OF GRANT ASSISTANCE FOR THE  
CITY'S PUBLIC TRANSPORTATION SYSTEM.**

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

Section 1: Approval. The Memorandum of Agreement between the City of Laurel and the Montana Department of Transportation regarding grant assistance for the City's public transportation system, 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 Memorandum of Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2020, by  
Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

May 22, 2020

City of Laurel  
PO Box 10  
Laurel, MT 59044

Subject: 5311 & TransADE Operating FY21

Bethany-

The same as last year you will only receive one copy of the above noted contract(s) and after we receive the signed contract from your agency and our Administrator, Lynn Zanto, signs it, we will upload a copy into WebGrants. We will not be mailing copies back to any agencies. It will be up to your agency to print a copy from WebGrants if you need a hard copy

Furthermore, to streamline our contracts we have only listed the more pertinent federal language, but all regulations are still applicable. Please refer to the Master Agreement-26 for complete list of regulation which governs the 5311 grants. The link to this agreement is in your contract section 3.1.

There were no significant changes to the contract this year.

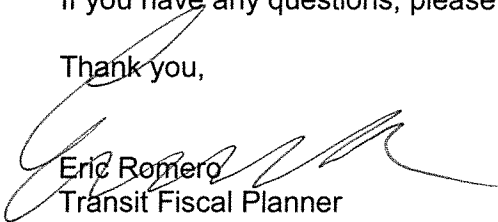
Also, please ensure your authorized official signs the contract or it will be returned to you, which may cause a delay in the contract start date.

Please return signed contracts to:

Montana Department of Transportation  
Eric Romero  
PO Box 201001  
Helena, MT 59620-1001

If you have any questions, please contact me at the phone number below.

Thank you,



Eric Romero  
Transit Fiscal Planner  
MT Dept. of Transportation  
PH: 406-444-7645

enclosures:

**MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTANA DEPARTMENT OF TRANSPORTATION, PO Box 201001, Helena MT  
59620-1001, and City of Laurel, 115 W First St, Laurel, MT 59044**

**TransADE**

**Transportation Assistance for Senior Citizens and Persons with Disabilities (MCA 7-14-112)**

This agreement made and entered by and between the Montana Department of Transportation (MDT) and City of Laurel (RECIPIENT). Liaison for the State is David Jacobs, Transit Supervisor. Liaison for the Recipient is Bethany Keeler. The parties to this agreement agree to the following:

1. The purpose of this agreement is to set forth the terms and conditions for MDT Transit to provide matching funds for operating grants pursuant to 49 USC 5311 to counties, incorporated cities and towns, reservations, transportation districts, or nonprofit organizations for transportation services to persons at least 60 years of age and to persons with disabilities. The matching funds cannot be used to purchase capital items and must supplement the operating matching funds already provided by the local government and/or agency for public transportation activities.
2. Performance period - 2021 (JULY 1, 2020 - June 30, 2021) or upon earlier completion of all terms and conditions of this agreement.
3. Funding – MCA 15-68-820 states that twenty-five percent of the revenue collected on the base rental charge for rental vehicles must be deposited in the state special revenue fund for senior citizens and persons with disabilities transportation services account.
4. Process for payment - RECIPIENT agrees to submit an annual grant application via WebGrants, including estimated amounts for provision of operating funds or matching funds for operating grants pursuant to 49 USC 5311, to MDT for award of an annual grant amount. Upon MDT's award of a grant, RECIPIENT agrees to submit quarterly expense reports via the WebGrants system within 60-days of quarter end, to include both the federal reimbursement amounts and the proportionate match amount allowed by MDT.
5. Method of payment - MDT agrees to issue payment for the approved allocation to the RECIPIENT the first quarter of the year after the status report is received via WebGrants for the total amount of \$4,654 to be used for RECIPIENT'S public transportation services (operating funds).
6. Access and Retention of Records - RECIPIENT agrees to provide the state, Legislative Auditor, or their authorized agents access to any records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.
7. Choice of Law and Venue - In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.
8. Agreement Modification - Any change to this Agreement will only be by written agreement between parties.
9. Assignment, Transfer and Subcontracting - RECIPIENT shall not assign, transfer or subcontract any portion of the contract without the express written consent of MDT.
10. Indemnification - The parties agree that MDT's only role in this Agreement is to provide payment for the public transportation system. RECIPIENT agrees to protect, defend, and save the State, MDT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the costs of defense including attorneys' fees, arising in favor of RECIPIENT

employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of RECIPIENT or MDT's performance of this Agreement, including any use for public transportation activities under this Agreement.

11. Severability and Integration - If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
12. Compliance with Laws - RECIPIENT must, in the performance of this Agreement, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.
13. Disability Accommodation. The State of Montana's Department of Transportation is committed to operating all its programs and services without regard to disability in accordance with all applicable State of Montana statutes and federal statutes (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1973, Title II and III of the Americans with Disabilities Act). The Montana Department of Transportation does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to the MDT ADA Coordinator. Any person who believes he or she may have been discriminated against on the basis of disability may contact the Montana Department of Transportation, Office of Civil Rights and file a formal complaint.
14. Termination - The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. Either party may terminate this Agreement in whole or in part at any time the other party fails to perform the Agreement terms as set forth.

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

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF LAUREL**

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

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

Lynn Zanto, Administrator

Printed Name: \_\_\_\_\_

MDT-Rail, Transit and Planning Division

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

Dated: \_\_\_\_\_ 20\_\_

Dated: \_\_\_\_\_ 20\_\_

**APPROVED FOR CIVIL RIGHTS CONTENT**

By: Patti Schwinden

Date: 05-04 2020

**MDT Civil Rights**

**APPROVED FOR LEGAL CONTENT**

By: Carol Groll Morris

Date: 4/30 2020

**MDT Legal Services**

**RECIPIENT LEGAL REVIEW (optional)**

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

Date: \_\_\_\_\_ 20\_\_



**ATTACHMENT A  
MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender  
identity, age, disability, & Limited  
English Proficiency

State protected classes

Race, color, national origin,  
parental/marital status, pregnancy,  
childbirth, or medical conditions related to  
pregnancy or childbirth, religion/ creed,  
social origin or condition, genetic  
information, sex, sexual orientation, gender  
identification or expression, national origin,  
ancestry, age, disability mental or physical,  
political or religious affiliations or ideas,  
military service or veteran status

For the duration of this contract, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non- Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY's representative tasked with handling non- discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all

hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this contract, the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

- (5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**File Attachments for Item:**

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Operating Contract With The Montana Department Of Transportation To Provide Assistance With The City's Public Transportation System.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN AN OPERATING CONTRACT WITH THE MONTANA DEPARTMENT OF  
TRANSPORTATION TO PROVIDE ASSISTANCE WITH THE CITY'S PUBLIC  
TRANSPORTATION SYSTEM.**

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

Section 1: Approval. The Operating Agreement between the City of Laurel and the Montana Department of Transportation for assistance with the City's public transportation system, 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 contract on behalf of the City.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2020, by  
Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

May 22, 2020

City of Laurel  
PO Box 10  
Laurel, MT 59044

Subject: 5311 & TransADE Operating FY21

Bethany-

The same as last year you will only receive one copy of the above noted contract(s) and after we receive the signed contract from your agency and our Administrator, Lynn Zanto, signs it, we will upload a copy into WebGrants. We will not be mailing copies back to any agencies. It will be up to your agency to print a copy from WebGrants if you need a hard copy

Furthermore, to streamline our contracts we have only listed the more pertinent federal language, but all regulations are still applicable. Please refer to the Master Agreement-26 for complete list of regulation which governs the 5311 grants. The link to this agreement is in your contract section 3.1.

There were no significant changes to the contract this year.

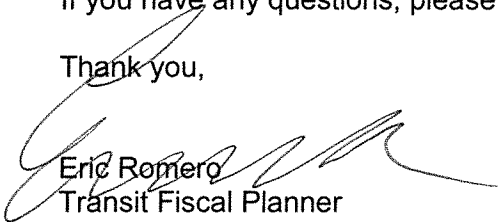
Also, please ensure your authorized official signs the contract or it will be returned to you, which may cause a delay in the contract start date.

Please return signed contracts to:

Montana Department of Transportation  
Eric Romero  
PO Box 201001  
Helena, MT 59620-1001

If you have any questions, please contact me at the phone number below.

Thank you,



Eric Romero  
Transit Fiscal Planner  
MT Dept. of Transportation  
PH: 406-444-7645

enclosures:

**SECTION 5311 OPERATING CONTRACT #111301**  
**CFDA #20.509 - Formula Grants for Other Than Urbanized Areas**

This contract is entered into between the State of Montana, DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana (State) and City of Laurel, 115 W First St., Laurel, MT 59044 and DUNS #101375442 (Sub-recipient). Liaison for the State is David Jacobs, Transit Supervisor. Liaison for the Sub-recipient is Bethany Keeler.

The State having been allocated grant monies of \$11,618,568 from the Federal Transit Administration (FTA) under FAIN #MT-2020-003-01, through Section 5311 of the Federal Transit Act for the Federal Fiscal Year 2020 (October 1, 2019 – September 30, 2020), as amended, and desiring to assist the Sub-recipient, enters into the following contract with Sub-recipient. Actual award is contingent upon the availability of FTA funding.

**ARTICLE 1. PROJECT**

SECTION 1.1 Purpose of Contract. This Contract provides operating assistance to the Sub-recipient for public transportation in non-urbanized areas.

SECTION 1.2 Scope of Project. Sub-recipient shall operate a general public transportation system in accordance with the budget, goals and plans outlined in its SFY2021 application in accordance with the regulations of the FTA Section 5311 program. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

SECTION 1.3 Project Description. Reimbursement of operating expenses described in Sub-recipient's application for the period July 1, 2020 through June 30, 2021.

SECTION 1.4 Period of Performance. This Contract will be effective from July 1, 2020 to June 30, 2021.

SECTION 1.5 Cost of Project. The total direct cost of the project shall be \$30,866. During the fiscal year, funds may be moved amongst the budget categories with MDT's approval. The direct costs of the Project are shared as follows:

Operating Assistance:		
Federal Share @	54.11%	10,313.00
Local Share @	45.89%	8,746.00
Total		19,059.00
Administrative Assistance:		
Federal Share @	80.00%	3,789.00
Local Share @	20.00%	947.00
Total		4,736.00
Preventative Maintenance:		
Federal Share @	80.00%	5,657.00
Local Share @	20.00%	1,414.00
Total		7,071.00
Totals:		
Federal Share		19,759.00
Local Share		11,107.00
		30,866.00



The Sub-recipient agrees to provide matching funds to assure payment of project costs. Sub-recipient shall provide these funds when necessary to meet project costs. The State will make quarterly grant payments to Sub-recipient based upon the State's approval of reports and invoices submitted by the Sub-recipient.

For Sub-recipients claiming Indirect Cost (IDC) for reimbursement, the IDC rate must be in accordance with the CFR cited below. A copy of the IDC approval letter from the agencies cognizant must be submitted to the Montana Department of Transportation (MDT) and approved prior to any reimbursement. If the MDT is Sub-recipient's primary source of federal funds, then a copy of Sub-recipient's indirect cost plan must be submitted to MDT for review and approval. The percentage rate for indirect costs shall be maintained for the life of the project. The Sub-recipient may elect to use the de minimis rate of 10% provided they meet the regulation outlined in 200.414(4)(e).

2 CFR Part 200.414 and Section E – Appendices III-VIII  
48 CFR Part 31 - Commercial Organization and NPO's FAR

**SECTION 1.6 Purchase of Project Equipment.** The State, on behalf of the Sub-recipient, or the Sub-recipient with the State's prior approval, shall purchase all Project equipment in accordance with applicable State law and the standards set forth by the Uniform Administration Requirement for Grant and Cooperative Contract to State and Local Government (49 CFR PART 18 Section 18.32).

**SECTION 1.7 Reporting.** All reports must be received within 60-days after the end of the quarter via WebGrants. If report is not received within this time period, payment may be forfeited for that quarter, unless there is written approval for lateness; and Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State and FTA may require, but not less than on a quarterly basis.

## **ARTICLE 2. TERMS AND CONDITIONS**

**SECTION 2.1 Default.** Nonperformance by the Sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

**SECTION 2.2 Termination.** This Contract may be terminated by the State by serving a notice of termination on the Sub-recipient. Termination may occur for either convenience or default. If termination is for convenience, the notice shall give the Sub-recipient thirty days to wind down its activities under this Contract. If termination occurs due to default, the notice shall state the nature of the Sub-recipient's default and offer the Sub-recipient an opportunity to explain its nonperformance. If the State finds that the Sub-recipient has a reasonable excuse for nonperformance, which is beyond the control of the Sub-recipient, the State may set up a new work schedule and allow the completion of this Contract. In any termination, the State will make its contractual payments proportionate to the work properly performed in accordance with this Contract to the time of termination. Sub-recipient shall account for any Project property in its possession.

**SECTION 2.3 Litigation.** Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.

**SECTION 2.4 Venue.** In the event of litigation concerning this Contract, venue shall be in the First Judicial District of the State of Montana, Lewis and Clark County.

**SECTION 2.5 Close-out.** This contract will close after the Sub-recipient has submitted its final report ending June 30<sup>th</sup> for the fiscal year as described in paragraph 1.3.

SECTION 2.6 Contract Modification. Any change in this Contract will only be by written contract of the Parties.

SECTION 2.7 Assignment and Subcontracting. The Sub-recipient shall not assign any portion of the work to be performed under this Contract, or execute any contract, amendment or change order thereto, or obligate Sub-recipient in any manner with any third party with respect to Sub-recipient's rights and responsibilities under this Contract, without the prior written concurrence of the State.

SECTION 2.8 Subcontracts. The Sub-recipient shall include in all subcontracts entered into pursuant to this Contract a copy of this Contract, and the subcontract will make the provisions of this Contract a specific part of the subcontract. In addition, the Sub-recipient shall include the following provisions in any advertisement or invitation to bid for any procurement under this Contract: Sections 2.9 to 3.16.

SECTION 2.9 Statement of Financial Assistance. This contract is subject to a financial assistance contract between the Montana Department of Transportation, the US Department of Transportation, and the Federal Transit Administration.

SECTION 2.10 Indemnification. The Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities (including costs and attorney' fees) arising or resulting from the performance of this Contract.

SECTION 2.11 Access and Retention of Records. The Sub-recipient agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Contract. The Sub-recipient agrees to create and retain records supporting this Contract for a period of three years after the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

SECTION 2.12 Notice. All notices arising from the provisions of this Contract shall be in writing and given to the parties at the addresses listed above, either by regular mail or delivery in person.

SECTION 2.13 Agency Assistance. No assistance, other than provided for by this Contract, will be required, but may be provided at the discretion of State.

SECTION 2.14 Severability and Integration. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

SECTION 2.15 Waivers. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

## ARTICLE 3. FEDERAL REQUIREMENTS

**SECTION 3.1 FTA Master Contract.** The Sub-recipient 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 the Sub-recipient or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Contract MA(26) at the FTA website <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-contracts/146616/fta-master-contract-fy-2020.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 Contract will apply. The Sub-recipient's signature upon this document acknowledges they have read and understand the Master Contract.

**SECTION 3.2 Prohibited Interest.** No employee, officer, board member or agent of the Sub-recipient 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. The Sub-recipient'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-contracts.

**SECTION 3.3 Ineligible Bidders.** Bidders or Suppliers whose names appear on the US Comptroller General's List located at <https://www.sam.gov/SAM/> of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this contract. Submission of a bid by any bidder constitutes certification that the bidder or any subcontractor or suppliers to the bidder, on this proposed contract, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of the contract for cause.

**SECTION 3.4 False or Fraudulent Statements or Claims.** Sub-recipient acknowledges that, should it make a false, fictitious, or fraudulent claim, statement, submission, or certification to the State or Federal Government regarding this project, FTA reserves the right to pursue the procedures and impose on the Sub-recipient the penalties of 18 USC 1001, 31 USC Ch. 38, as may be deemed by FTA to be appropriate.

**SECTION 3.5 Debarment and Suspension.** Sub-recipient shall obtain from its third-party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations. A list of debarred entities is located at <https://www.sam.gov/SAM/>.

**SECTION 3.6 No State or Federal Obligations to Third Parties.** State shall not be subject to any obligations or liabilities to any third party regarding the performance of this Project without the specific written consent of the State and FTA. Neither the concurrence in nor the approval of the award of this contract or any subcontract, or the solicitation thereof, nor any other act performed by the State under this contract shall constitute such consent.

**SECTION 3.7 Age Discrimination and ADA.** Sub-recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, Title 42 USC Chapter 76 Section 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age. The Sub-recipient also agrees to comply with the requirements of 49 USC 5301(d), 29 USC 794, the Americans with Disabilities Act, as amended (42 USC 12101 *et seq.*), and the Architectural Barriers Act of 1968, as amended (42

USC 4151 *et seq.*), as well as the applicable requirements of the regulations implementing those laws. The attached notice is incorporated herein by reference see Attachment A.

**SECTION 3.8 Disability Accommodation.** The State of Montana's Department of Transportation is committed to operating all of its programs and services without regard to disability in accordance with all applicable State of Montana statutes and federal statutes (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1973, Title II and III of the Americans with Disabilities Act, ). The Montana Department of Transportation does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to the MDT ADA Coordinator. Any person who believes he or she may have been discriminated against on the basis of disability may contact the Montana Department of Transportation, Office of Civil Rights and file a formal complaint.

**SECTION 3.9 Charter Service Operations.** Sub-recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142 will engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service contract required by FTA regulations is incorporated by reference and made part of the Grant Contract or Cooperative Contract for the Project. The Sub-recipient understands and agrees that in addition to any remedy specified in the charter service contract, if a pattern of violations of that contract is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or USDOT.

**SECTION 3.10 Federal Changes.** Sub-recipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between the State and FTA, as they may be amended or promulgated from time to time during the term of this contract. Sub-recipient's failure to so comply shall constitute a material breach of this contract.

**SECTION 3.11 Settlement of Third Party Contract Disputes or Breaches.** The term "third-party contract," as used in this Contract, is defined as a contract between the Sub-recipient and its subcontractor in which the Sub-recipient has procured a good and/or service commercially from the subcontractor. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contracts. FTA retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, the Sub-recipient shall avail itself of all legal rights available under any third-party contract. The Sub-recipient shall notify the State of any current or prospective litigation or major disputed claim pertaining to any third-party contract. FTA reserves the right to concur in any compromise or settlement of the Sub-recipient's claim(s) involving any third-party contract, before making Federal assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless FTA permits otherwise.

**SECTION 3.12 Incorporation of FTA Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. All FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Sub-recipient shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

SECTION 3.13 Compliance with Laws. Some of the clauses contained in this Contract are not governed solely by Federal law but are significantly affected by State law. The laws and regulations cited in this Contract are not all-inclusive of those which may apply to the successful completion of this Contract. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this Contract, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations.

SECTION 3.14 Drug and Alcohol Compliance. The Sub-recipient shall comply with USDOT Federal Transit Administration drug and alcohol rules as established in the "Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit," set forth in 49 CFR Part 40, and Part 655; Drug-Free Workplace Act. Sub-recipient understands and agrees that failure to comply with this section constitutes default pursuant to Article 2, Section 2.1.

SECTION 3.15 Privacy Act. Sub-recipient agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552a. Among other things, the Sub-recipient agrees to obtain the express consent of the Federal Government before the Sub-recipient or its employees operate a system of records on behalf of the Federal Government. The Sub-recipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

SECTION 3.16 Single Audit Act. Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$750,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Subrecipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Subrecipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

SECTION 3.17 Coordination. Sub-recipient of any capital project purchased through this program certifies: (1) the projects selected were derived from a locally developed and coordinated public transit and human services transportation plan; (2) the plan was developed through a process that included representatives of public, private and nonprofit transportation and human services providers as well as the general public; and (3) vehicle use and location is identified in the planning document and will not be altered without the prior written permission of the Montana Department of Transportation. Should the recipient of any capital project withdraw from the coordinated plan, the ownership of any vehicle purchased under the plan shall revert back to the State or the State will be reimbursed full cost of the capital.

The SUB-RECIPIENT warrants that it has the lawful authority to enter this Contract, and that it has taken all actions and complied with all procedures necessary to execute the authority lawfully in entering this Contract, and that the undersigned signatory for Sub-recipient has been lawfully delegated the authority to sign this Contract on behalf of Sub-recipient.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Lynn Zanto, Administrator  
MDT-Rail, Transit and Planning Division

Dated: \_\_\_\_\_ 20\_\_\_\_

**APPROVED FOR CIVIL RIGHTS CONTENT**

By: Pat Schwinden

Date: 05-04 2020  
**MDT Civil Rights**

**APPROVED FOR LEGAL CONTENT**

By: Carol Shell Morris

Date: 4/30 2020  
**MDT Legal Services**

**CITY OF LAUREL**

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

Printed Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_ 20\_\_\_\_

**SUB-RECIPIENT ATTORNEY (optional)**

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

Date: \_\_\_\_\_ 20\_\_\_\_

**ATTACHMENT A  
MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender  
identity, age, disability, & Limited  
English Proficiency

State protected classes

Race, color, national origin,  
parental/marital status, pregnancy,  
childbirth, or medical conditions related to  
pregnancy or childbirth, religion/ creed,  
social origin or condition, genetic  
information, sex, sexual orientation, gender  
identification or expression, national origin,  
ancestry, age, disability mental or physical,  
political or religious affiliations or ideas,  
military service or veteran status

For the duration of this contract, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non- Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY's representative tasked with handling non- discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this contract, the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

- (5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the PARTY under the contract until the PARTY complies; and/or
  - b. Cancelling, terminating, or suspending the contract, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:



## *Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both

sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**File Attachments for Item:**

5. Discuss Noise Ordinance

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PUB. WORKS: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of Code Enforcement

May 28, 2020

## Regarding Noise Ordinance Draft

Mayor Nelson and City Council,

To follow up with the conversation at the last City Council workshop I have found the following information.

1. I was able to contact Noisemeters, Inc. concerning the equipment needed for the enforcement of the draft Noise Ordinance. After reviewing our draft ordinance, they recommended the Optimus Red Type 1 or Type 2 meter. After I explained the need for gathering a baseline reading, the Type 1 reader would be best suited for our needs as it has a higher point of accuracy than the Type 2. I have attached the data sheet and price quote for the Type 1-unit kit. I am requesting that we budget for 2 devices – one to be kept at the Police Department and the other to be kept at the Planning Department. The unit for Planning Department would also be able to be utilized to analyze noise levels at city facilities to determine where we may need to require hearing protection for employees. The total cost for the 2 units would be \$6,552.00 including the shipping.
2. As to training, Noisemeters, Inc. has Tech staff that will assist in understanding the reports and supporting the report generation and software use. I have also requested information and training possibilities from the Montana Department of Labor & Industry, but they have not responded at this time.
3. The companies that do baseline readings are only for workplace readings such as shops, factories, and plants. I was unable to find a company that would do environmental readings. Noisemeters, Inc. stated that we would be able to do this ourselves by doing samples during various times at 5-minute intervals in the different zoning districts. Their customer support would be able to assist us in the analysis of the reports during this time.

I did reach out to another company, Casella Solutions, Inc., They sent information to me concerning the products. The software is sold separately, and the readers can not read beyond 130 dB and they offer training at a cost via web-based training for their products. Therefore, staff recommends the use of Noisemeters, Inc.

Respectfully,

Karen Courtney, CCEO, CPSI, CBI, CFI1  
Code Enforcement Officer/Safety Officer

## Optimus Red - Data Logging Occupational Noise Meter



### Features

- Meets noise regulations and guidelines
- Quick and easy to use
- Voice tag recording (audio notes)
- Bluetooth and mobile app
- Single range 20 to 140 dB
- 15 year warranty

### Applications

- Occupational noise surveys
- Hearing protection selection
- Noise exposure and dose calculations

### Overview

The Optimus Red sound level meter is for measuring sound levels in factories and other work environments in line with the occupational noise regulations.

**Let the meter take the strain** - The Optimus Red has been designed specifically for occupational noise measurements. Rather than being a general purpose meter that leaves you trying to select the correct measurement range and parameters, the Optimus Red does it all for you, recording all the measurements that you might need now and in the future.

**Lower cost** meters are available (even within our range), but they may not meet the standards demanded by the regulations and will not be Integrating as required for some occupational noise measurements. They will certainly not be so powerful or easy to use.

### Buying the Right Meter

Most occupational noise regulations state that you should use at least a Type 2 Integrating Sound Level Meter that provides you with measurements of Lavg and LPeak. The meter should be verified by a suitably equipped laboratory when new and every year or two years. You also need a Calibrator to check the meter's function before making measurements.

### Our Recommendation

For occupational noise measurements with noise exposure calculation we recommend the Noise Measurement Kit CK162B. This includes everything you need for a full occupational noise survey.

Where the noise levels are particularly high, we recommend Optimus Red with Octave Band Filters, which gives the ability to assess the level at the ear when wearing different hearing protectors. See the Optimus with Octave Band Filters page for more information.

## Optimus Red - Data Logging Occupational Noise Meter

### Specifications

Standards	IEC 61672-1:2013 Class 1 or Class 2 IEC 61672-1:2002 Class 1 or Class 2 Group X IEC 60651:2001 Type 1 I or Type 2 I IEC 60804:2000 Type 1 or Type 2 IEC 61252:1993 personal sound exposure meters ANSI S1.4 -1983 (R2006), ANSI S1.43 - 1997 (R2007), ANSI S1.25:1991 IEC 61260:1996 & ANSI S1.11-2004 DIN 45657:2005-03	Size Weight	283mm x 65mm x 30mm 300gms/10oz
Measurement Range	20dB to 140dB RMS single range	Power	4 x AA alkaline Typically 12 hours with alkaline AA Typically 20 hours with lithium AA non-rechargeable External power: 5v-15v via MultiIO socket via ZL:171 cable (2.1mm socket)
Noise floor	<18dB(A) Class 1, <21dB(A) Class 2	Outputs	USB Type B to PC AC & DC output via ZL:174 (2 x Phono, 1m) Multi-pin IO for external power via ZL:171 cable (2.1mm socket) Bluetooth BLE compatible with Android and iOS devices
Frequency weightings	RMS & peak : A, C, & Z measured simultaneously	Case	Material: high impact ABS-PC with soft touch back and keypad
Time weightings	Fast, Slow & Impulse measured simultaneously	Tripod mount	1/4" Whitworth socket
Memory	4GB, 32GB factory fit option	Environmental	Temperature: Operating -10°C to +50°C, storage -20°C to +60°C
Time history data rates	10ms, 62.5ms, 100ms, 125ms, 250ms, 1/2 sec, 1 sec or 2 sec	Electromagnetic performance	Humidity: Up to 95% RH non-condensing IEC 61672-1:2002, IEC 61672-2:2003, IEC 61672-1:2013 & IEC 61672-2:2013 Except where modified by EN 61000-6-1:2007 & EN 61000-6-1:2007
VoiceTag	Up to 30 seconds of audio notes with each measurement	Language Options	English, French, German, Spanish, Italian
Integrators	Three simultaneous "virtual" noise meters. Integrator 1 is preset to Q3 for Leq functions. Integrators 2 & 3 can be configured with the following 3, 4 or 5 dB 70dB to 120dB (1 dB steps) None or Slow 70dB to 120dB (1 dB steps)	Display functions	LXY, LXYMax, LXYMin, LXeq, LCPeak, LZPeak, LCeq-LAeq, LXE Graph of short LAeq, LCPeak, TWA, dose%, est dose% Measurement run time
Exchange rate	3, 4 or 5 dB	Stored functions	LXYMax & time history of LXYMax LAeq, LCeq, LZeq, LCPeak, LZPeak, LAPeak, Lavg, TWA. %dose Time history of LAeq, LCeq, LZeq, LCPeak, LZPeak, LAPeak, LAeq, Lavg
Threshold	70dB to 120dB (1 dB steps)		
Time weighting	None or Slow		
Criterion level	70dB to 120dB (1 dB steps)		
Criterion time	1 to 12 hours in 1 hour steps		
Integrator quick settings	EU, OSHA HC & OSHA NC, OSHA HC & ACGIH, MSHA HC & MSHA EC, Custom		

where x=A ,C ,Z; y= F, S, I

#### Head Office

NoiseMeters Inc  
3233 Coolidge Hwy  
Berkley  
MI 48072  
USA

Telephone **888 206 4377**  
Fax **888 584 2230**

Email: **info@noisemeters.com**  
Support: **support@noisemeters.com**

#### Web Sites

Main site:  
<https://www.noisemeters.com>

Product shortcut:  
<https://www.noisemeters.com/p/cr162b/>

Tech Support:  
<https://support.noisemeters.com>

City of Laurel  
Laurel  
MT  
USA

3233 Coolidge Hwy  
Berkley  
MI 48072  
USA  
  
Tel: 888 206 4377  
Fax: 888 584 2230  
Email: accounts@noisemeters.com

22 May 2020

Quote: Q-506593 Currency: USD

Code	Description	Qty	Unit Price	Totals	Tax
CK161B	Class 1 / Type 1 Kit with Int. Logging Sound Meter, Calibrator, Case	1	3236.00	3236.00	0.00

Terms	Items Total	3236.00
Payment terms: Net 30 days	Delivery Charge	40.00
Delivery within the USA	Sales Tax	0.00
This quotation is valid until 21 June 2020	Quotation Total (US Dollar)	\$ 3276.00

Bank Details

JPMorgan Chase Bank, New York, NY  
Account No: 828588715  
Swift Code: CHASUS33  
Routing #: 021000021

**File Attachments for Item:**

9. Draft Council Agenda for June 9, 2020.





**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, JUNE 09, 2020  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R18-XX

NEXT ORD. NO.  
O18-XX

**WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of May 26, 2020.

**Correspondence**

2. Laurel Airport Authority Minutes of April 28, 2020.
3. Letter from Yellowstone County to Judy Goldsby.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

4. Claims entered through June 5, 2020.
5. Clerk/Treasurer Financial Statements for the month of April 2020.
6. Approval of Payroll Register for PPE \_\_\_\_\_ totaling \$\_\_\_\_\_.
7. Approval of Worksop Minutes of May 5, 2020.  
Approval of WorksopnMinutes of May 19, 2020.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

8. Budget/Finance Committee Minutes of May 26, 2020.

**Audience Participation (Three-Minute Limit)**

*Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Scheduled Matters**

9. Resolution - A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's 2020 Pavement Maintenance Project.
10. Resolution - A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
11. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Agreement With The Montana Department Of Transportation For The Provision Of Grant Assistance For The City's Public Transportation System.
12. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Operating Contract With The Montana Department Of Transportation To Provide Assistance With The City's Public Transportation System.

### **Items Removed From the Consent Agenda**

### **Community Announcements (One-Minute Limit)**

*This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Council Discussion**

*Council members may give the City Council a brief report regarding committees or groups in which they are involved.*

### **Mayor Updates**

### **Unscheduled Matters**

### **Adjournment**

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.**

### **DATES TO REMEMBER**