



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 18, 2021
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

1. Northwestern Energy Power Plant Update

Executive Review

2. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-09138.
3. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-03048R.
4. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Sewer Fund To Prepay And Retire DNRC Loan SRF-10234.
5. Resolution - A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
6. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 8 Relating To Fire Protection.
7. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 5, Said Agreements Relating To Fire Protection
8. Resolution - A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
9. Resolution - A Resolution Approving Agreements Between The City Of Laurel And The Laurel Urban Fire Service Area ("LUFSA") Said Agreements Relating To Fire Protection
10. Resolution - Small Service Contract True North Contracting.
11. Resolution - 5th Avenue Waterline Re-Route Project
12. Resolution - MOU - 5th Avenue Reroute and 2021 Pavement Maintenance with Yellowstone County.
13. Resolution - Yellowstone River Water Crossing Project
14. 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 H2s Remediation Improvements Project.
15. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The City Capital Improvements Plan (CIP).

- [16.](#) Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Canyon Electric For Electrical Work For The City's Building Commonly Known As "Jaycee Hall" Located In Riverside Park.
- [17.](#) Resolution - LURA Grant - Atkins

Council Issues

Other Items

Review of Draft Council Agendas

- [18.](#) Draft Council Agenda of May 25, 2021.

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:

2. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-09138.

RESOLUTION NO. R21-

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE
AVAILABLE REVENUE IN THE CITY'S WATER FUND TO PREPAY AND RETIRE DNRC
LOAN WRF-09138.**

WHEREAS, in 2009 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a water system improvement project; and

WHEREAS, the City successfully constructed and completed the water system improvement project and has been making payments on Loan WRF-09138 including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Water Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other water projects; and

WHEREAS, DNRC provided a payoff amount of \$234,782.39 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Water Fund to payoff the DNRC Loan #WRF-09138 in the amount of \$234,782.39 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

WRF-09138
50364533
999CTLDX4

**STATE OF MONTANA
GENERAL OBLIGATION BONDS
DRINKING WATER
(REVOLVING FUND PROGRAM)**

FINAL SCHEDULE B

| | | |
|------------------------------------|---------------------------|----------|
| BORROWER: Laruel City of | FINAL LOAN PAYMENT: | 1/1/2029 |
| PROJECT NAME: Wtr Sys Improvements | TOTAL # OF LOAN PAYMENTS: | 40 |
| LOAN COMMITMENT: \$500,000 | PROJECT NUMBER: | |
| INTEREST RATE: 2.75% | DATE OF LOAN FUNDING: | 3/3/2009 |

| PAYMENT DUE | # DAYS DUE | ADM EXPENSE SURCHARGE | INTEREST PAYMENT | PRINCIPAL PAYMENT | O/S LOAN BALANCE | TOTAL PAYMENT | |
|----------------|---------------|--------------------------|---------------------|----------------------|---------------------|------------------|---------------------|
| 01/01/21 | 180 | 918.75 | 2,450.00 | 13,000.00 | 232,000.00 | \$16,368.75 | |
| 06/08/21 | 157 | 758.83 | 2,023.56 | 232,000.00 | 0.00 | \$234,782.39 | Amount due 06/08/21 |

File Attachments for Item:

3. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-03048R.

RESOLUTION NO. R21-

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE
AVAILABLE REVENUE IN THE CITY'S WATER FUND TO PREPAY AND RETIRE DNRC
LOAN WRF-03048R.**

WHEREAS, in 2003 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a water system improvement project; and

WHEREAS, the City successfully constructed and completed the water system improvement project and has been making payments on Loan WRF-03048R including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Water Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other water projects; and

WHEREAS, DNRC provided a payoff amount of \$333,238.13 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Water Fund to payoff the DNRC Loan #WRF-03048R in the amount of \$333,238.13 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

07/01/15

**STATE OF MONTANA
GENERAL OBLIGATION BONDS
DRINKING WATER
(REVOLVING FUND PROGRAM) SER 11**

BORROWER: Laurel

PROJECT NAME: WRF-13279

FINAL LOAN PAYMENT: 1/1/2032

LOAN COMMITMENT: \$1,580,000

OF LOAN PAYMENTS: 21

LOAN AMOUNT: 1,580,000

PROJECT NUMBER:

INTEREST RATE: 2.25%

DATE OF FUNDING: 12/6/2012

| | PAYMENT | LOAN LOSS | ADM EXPENSE | INTEREST | PRINCIPAL | O/S LOAN | TOTAL AMOUNT | |
|----|----------|-----------|-------------|----------|------------|------------|--------------|---------------------|
| | DUE | RESERVE | SURCHARGE | PAYMENT | PAYMENT | BALANCE | OF PAYMENT | |
| 17 | 1/1/2021 | 512.50 | 1,537.50 | 2,562.50 | 80,000.00 | 330,000.00 | \$84,612.50 | |
| 18 | 7/1/2021 | 359.79 | 1,079.38 | 1,798.96 | 330,000.00 | 0.00 | \$333,238.13 | Amount due 06/08/21 |

File Attachments for Item:

4. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Sewer Fund To Prepay And Retire DNRC Loan SRF-10234.

RESOLUTION NO. R21-

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE
AVAILABLE REVENUE IN THE CITY'S SEWER FUND TO PREPAY AND RETIRE DNRC
LOAN SRF-10234.**

WHEREAS, in 2010 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a sewer system improvement project; and

WHEREAS, the City successfully constructed and completed the sewer system improvement project and has been making payments on Loan SRF-10234 including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Sewer Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other sewer projects; and

WHEREAS, DNRC provided a payoff amount of \$167,546.23 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Sewer Fund to payoff the DNRC Loan #SRF-10234 in the amount of \$167,546.23 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

SRF-10234
50360347
9999CTML8

**STATE OF MONTANA
GENERAL OBLIGATION BONDS
WASTE WATER
(REVOLVING FUND PROGRAM)**

Final Sched B

| | | |
|---------------------------------|---------------------------|----------|
| BORROWER: Laurel ARRA-B | FINAL LOAN PAYMENT: | 7/1/2030 |
| PROJECT NAME: Wastewater Improv | TOTAL # OF LOAN PAYMENTS: | 40 |
| LOAN COMMITMENT: \$359,300 | PROJECT NUMBER: | |
| LOAN AMOUNT: \$359,300 | DATE OF LOAN FUNDING: | 12/30/09 |
| INTEREST RATE: 0.75% | | |

| PAYMENT DUE | # DAYS DUE | ADM EXPENSE SURCHARGE | LOAN LOSS SURCHARGE | INTEREST PAYMENT | PRINCIPAL PAYMENT | O/S LOAN BALANCE | TOTAL AMOUNT OF PAYMENT | |
|----------------|---------------|--------------------------|------------------------|---------------------|----------------------|---------------------|----------------------------|------------------------|
| 01/01/21 | 180 | 0.00 | 0.00 | 660.00 | 9,000.00 | 167,000.00 | \$9,660.00 | |
| 06/08/21 | 157 | 0.00 | 0.00 | 546.23 | 167,000.00 | 0.00 | \$167,546.23 | Due by 06/08/21 |

File Attachments for Item:

5. Resolution - A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection

RESOLUTION NO. R21-__

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE
CITY OF LAUREL AND THE LAUREL AIRPORT AUTHORITY,
SAID AGREEMENT 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 the Laurel Airport Authority, relating to fire protection for the fiscal year 2021-2022, a copy attached hereto, 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 meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



LAUREL FIRE/EMS

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

March 10, 2021

Laurel Airport Authority
PO Box 242
Laurel, Mt. 59044

Dear Laurel Airport Authority 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 years contract. 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, rising 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 | \$4992.98 | x | .02 | \$99.85 | + | \$44992.98 | = \$5092.83 |

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 before the end of the fiscal year. 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 April 16, 2021.

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 Laurel Airport Authority 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

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a municipal corporation, Yellowstone County, Montana, hereinafter referred to as "City", and LAUREL AIRPORT AUTHORITY, hereinafter referred to as "Airport Authority".

WHEREAS, the said Airport Authority has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the City, in consideration of the covenants and agreements of the Airport Authority hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or any other emergency call to endangered property within the said Airport Authority district upon notification of the City.
2. It is expressly agreed and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or emergency calls shall occur simultaneously in the Airport Authority district and within the City's municipal boundaries that the City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over any call, demand of the Airport Authority.
4. The Chief of the City of Laurel Fire Department shall make the investigation of all fires within the organized fire district or explosions and attempting to determine the cause, origin, and circumstances of same.

II.

The Airport Authority district in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of five thousand ninety two dollars and eighty three cents (\$5,092.83). One-half of the said fees shall be paid on or before December 31, 2021 and the remaining one-half shall be paid on or before June 30, 2022.
2. In the event that the Airport Authority district is enlarged or additional buildings built therein that the City may adjust the compensation upwards as required for the additional protection;

3. The Airport Authority agrees to cooperate with the City and the City Fire Department in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by the Fire Department personnel and/or the City Fire Inspector.

III.

It is mutually covenanted, agreed, and understood that the term of this agreement shall be for one (1) year, commencing on July 1, 2021 and expiring on June 30, 2022 subject to the extension provision below.

IV.

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 the Airport Authority's Chairman.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AIRPORT AUTHORITY



Randy Hand, Chairman

File Attachments for Item:

6. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 8 Relating To Fire Protection.

RESOLUTION NO. R21-__

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 8
RELATING TO FIRE PROTECTION.**

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

Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 8, relating to fire protection for the respective fiscal years: 2021-2022 and 2022-2023, and 2023-2024, copies attached hereto, be and the same are hereby approved.

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

Section 3. Effective Date: The effective date of this Resolution is upon adoption by the City Council, and the Fire Agreements effective dates are provided within each Agreement.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

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

March 10, 2021

Fire District 8

Dear Fire District 8 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 contract with a 3% increase each year for the next three years. 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, rising 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 |
|---------------|---------------|---|-------|--------------------|---|-----------|---|----------------|
| 2021- 2022 | \$7417.01 | x | .03 | \$222.51 | + | \$7417.01 | = | \$7639.52 |
| 2022- 2023 | \$7639.52 | x | .03 | \$229.18 | + | \$7639.52 | = | \$7868.70 |
| 2023- 2024 | \$7868.70 | x | .03 | \$236.06 | + | \$7868.70 | = | \$8104.76 |

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 before the end of the fiscal year. 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 3 years of service. Please sign and return to the following by April 16, 2021.

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 8 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

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$7,639.52, the same to be divided into two equal payments due December 31, 2021 and June 30, 2022.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2021 and ending on the 30th day of June 2022.

RURAL FIRE DISTRICT NO. 8



CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

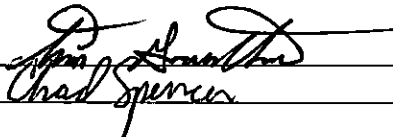
1. To pay to the City the total sum of \$7,868.70, the same to be divided into two equal payments due December 31, 2022 and June 30, 2023.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2022 and ending on the 30th day of June 2023.

RURAL FIRE DISTRICT NO. 8



CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

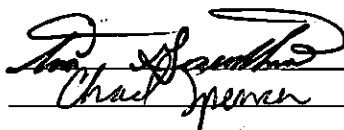
1. To pay to the City the total sum of \$8,104.76, the same to be divided into two equal payments due December 31, 2023 and June 30, 2024.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2023 and ending on the 30th day of June 2024.

RURAL FIRE DISTRICT NO. 8



CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

7. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 5, Said Agreements Relating To Fire Protection

RESOLUTION NO. R21-__

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 5,
SAID AGREEMENTS RELATING TO FIRE PROTECTION**

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

Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 5, relating to fire protection for the respective fiscal years: 2021-2022, 2022-2023, 2023-2024, copies attached hereto, be and the same are hereby approved.

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

Introduced at a meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter Civil City Attorney



LAUREL FIRE/EMS

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

March 10, 2021

Fire District 5

Dear Fire District 5 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 contract with a 3% increase each year for the next three years. 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, rising 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 |
|---------------|---------------|---|-------|--------------------|---|-------------|---|----------------|
| 2018- 2019 | \$17,577.35 | x | .03 | \$527.32 | + | \$17,577.35 | = | \$18,104.67 |
| 2019- 2020 | \$18,104.67 | x | .03 | \$543.14 | + | \$18,104.67 | = | \$18,647.81 |
| 2020- 2021 | \$18,647.81 | x | .03 | \$559.43 | + | \$18,647.81 | = | \$19,207.24 |

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 before the end of the fiscal year. 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 3 years of service. Please sign and return to the following by April 16, 2021.

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 5 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

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$18,104.67, the same to be divided into two equal payments due December 31, 2021 and June 30, 2022.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2021 and ending on the 30th day of June 2022.

RURAL FIRE DISTRICT NO. 5

William Strauch
[Signature]
[Signature]
Sam Roberts
Teri Dwyer

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$18,647.81, the same to be divided into two equal payments due December 31, 2022 and June 30, 2023.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2022 and ending on the 30th day of June 2023.

RURAL FIRE DISTRICT NO. 5

William Strauch
[Signature]
[Signature]
Sam Polk
Tim Groshes

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$19,207.24, the same to be divided into two equal payments due December 31, 2023 and June 30, 2024.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1st day of July, 2023 and ending on the 30th day of June 2024.

RURAL FIRE DISTRICT NO. 5

William Stroud
J. B. East
Officer
Sam Roberts
Tim Grossberg

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

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

RESOLUTION NO. R21-__

**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 May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

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

March 10, 2021

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 |
|---------------|---------------|---|-------|--------------------|---|-------------|---|----------------|
| 2021- 2022 | \$10,287.28 | x | .02 | \$205.75 | + | \$10,287.28 | = | \$10,493.03 |

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 before the end of the fiscal year. 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 April 16, 2021.

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 1st day of July, 2021, 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".

W I T N E S S E T H

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, 2021, and shall terminate on June 30, 2022.

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 four hundred ninety three dollars and twenty three cents (\$10,493.03). One-half of the said fees shall be paid on or before December 31, 2021. The remaining one-half shall be paid on or before June 30, 2022.

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  CFO _____

ATTEST:

By _____

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

9. Resolution - A Resolution Approving Agreements Between The City Of Laurel And The Laurel Urban Fire Service Area (“LUFSA”) Said Agreements Relating To Fire Protection

RESOLUTION NO. R21-__

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE
CITY OF LAUREL AND THE LAUREL URBAN FIRE SERVICE AREA
("LUFSA") SAID AGREEMENTS RELATING TO FIRE PROTECTION**

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

Section 1: Approval. The Agreements between the City of Laurel and the Laurel Urban Fire Service Area ("LUFSA") relating to fire protection for the respective fiscal years: 2021-2022, 2022-2023, 2023-2024, copies attached hereto, be and the same are hereby approved.

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

Introduced at a meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 28th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter Civil City Attorney



LAUREL FIRE/EMS

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

March 10, 2021

Fire District: Laurel Urban Fire Service Area

Dear Fire District LUFSA 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 contract with a 3% increase each year for the next three years. 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, rising 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 |
|---------------|---------------|---|-------|--------------------|---|-------------|---|----------------|
| 2021- 2022 | \$94,015.49 | x | .03 | \$2820.46 | + | \$94,015.49 | = | \$96,835.95 |
| 2022- 2023 | \$96,835.95 | x | .03 | \$2905.08 | + | \$96,835.95 | = | \$99,741.03 |
| 2023- 2024 | \$99,741.03 | x | .03 | \$2992.23 | + | \$99,741.03 | = | \$102,733.26 |

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 before the end of the fiscal year. 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 3 years of service. Please sign and return to the following by April 16, 2021.

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 Laurel Urban Fire Service Area 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
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

WITNESSETH

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA 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, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

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

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

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 LUFSA, 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 LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2021, and shall terminate on June 30, 2022.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety six thousand eight hundred thirty five dollars and 95/100 (\$96,835.95). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2021. The remaining one-half shall be paid on or before June 30, 2022.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. 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 LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

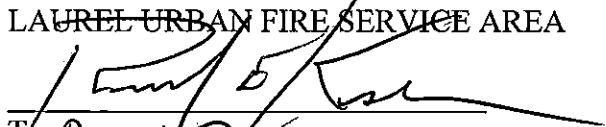
The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

9. MODIFICATION

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

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

~~LAUREL URBAN FIRE SERVICE AREA~~



Trustee



Trustee

Trustee

Trustee

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

**AGREEMENT FOR
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

W I T N E S S E T H

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA 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, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

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

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

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 LUFSA, 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 LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2022, and shall terminate on June 30, 2023.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety nine thousand seven hundred forty one dollars and 03/100 (\$99,741.03). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2022. The remaining one-half shall be paid on or before June 30, 2023.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. 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 LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

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

9. MODIFICATION

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

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

LAUREL URBAN FIRE SERVICE AREA


Trustee


Trustee

Trustee

Trustee

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

**AGREEMENT FOR
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

W I T N E S S E T H

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA 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, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

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

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

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 LUFSA, 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 LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2023, and shall terminate on June 30, 2024.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be one hundred two thousand seven hundred thirty three dollars and 26/100 (\$102,733.26). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2023. The remaining one-half shall be paid on or before June 30, 2024.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. 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 LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

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


9. MODIFICATION

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

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

LAUREL URBAN FIRE SERVICE AREA


Trustee


Trustee

Trustee

Trustee

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

10. Resolution - Small Service Contract True North Contracting.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH TRUE NORTH CONTRACTING FOR THE SUPPLY
AND INSTALLATION OF ASPHALT FOR A CITY PROJECT.**

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved retroactive to April 7, 2021.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 7th day of April 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 31, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor six thousand eighty two dollars and fifty cents (\$6,082.50) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is

interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY


Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 7th DAY OF APRIL 2021.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk/Treasurer

CONTRACTOR



True North Contracting

Employer Identification Number



46-5507377

TRUE NORTH CONTRACTING

South 4th and West

59

File Attachments for Item:

11. Resolution - 5th Avenue Waterline Re-Route Project

RESOLUTION NO. R21-__

**RESOLUTION AWARDING WESTERN MUNICIPAL CONSTRUCTION
THE CONTRACT FOR THE CITY OF LAUREL'S 5TH AVENUE
WATERLINE RE-ROUTE PROJECT AND TO AUTHORIZE THE
MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE PROJECT
ON THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 5th Avenue Waterline Re-Route Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS Western Municipal Construction submitted a bid of \$929,633.50 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the contract and project to Western Municipal Construction for its bid price of \$929,633.50. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



May 10, 2021
Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: 5th Avenue Waterline Re-Route Project – Recommendation of Award

Dear Kurt:

Bids for the 5th Ave. Waterline Re-Route project were received on May 6, 2021. Six bids were opened and read aloud, with bid amounts being \$1,165,165.00, \$966,311.00, \$1,404,962.00, \$902,466.50, \$913,565.00, and \$1,322,179.00. All bids were considered responsive bidders. The bids were checked for mathematical accuracy and one discrepancy was found. Western Municipal miscalculated the total price of bid item #160 and subsequently their total base bid amount. Their recalculated total base bid amount is \$902,433.50.

Following the bid tabulation analysis, I contacted the County Engineer (Tim Miller) to let him know that the alternate bid item cost was \$27,200.00. This is bid item #201 and covers the County portion of W. 12th Street overlay. Tim confirmed that the County agrees to the estimated amount and would sign a Memo of Understanding (MOU) with the City to pay for this portion of the project.

The lowest bidder for the project is Western Municipal Construction. We recommend the contract for base bid and alternate bid be awarded to Western Municipal Construction for \$929,633.50. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh', written over a light blue grid background.

Ryan E. Welsh, PE
Project Engineer

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 2104-00542
cc: file

Notice of Award

Date: _____

| | |
|--|------------------------------------|
| Project: 5 th Avenue Water Re-Route Project | |
| Owner: City of Laurel | Owner's Contract No.: |
| Contract: As described in the Bid Documents | Engineer's Project No.: 2104-00118 |
| Bidder: Western Municipal Construction | |
| Bidder's Address: 5855 Elysian Rd. | |
| Billings, MT 59101 | |

You are notified that your Bid dated May 6th, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 5th Ave. Water Re-Route Project.

There was a mathematical error in your bid item # 160 Total Price. This error resulted in a difference of -\$33.00. Therefore, the estimated Contract Price of your Contract is Nine Hundred, Twenty-nine Thousand, Six Hundred, Thirty-three Dollars and Fifty Cents (\$929,633.50).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: Conduct a Public Meeting on site to discuss construction schedule, traffic control, water shut downs, and other Construction specifics dealing with the public.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel
Owner

By: _____
Authorized Signature

Title

Copy to Engineer



5th AVENUE WATERLINE REROUTE PROJECT
City of Laurel, MD
May 6, 2021



| ITEM | DESCRIPTION | UNIT | QTY | Western Municipal | | JR Civil of Montana LLC | | Mike Coleman Construction Inc. | | Wilson Bros. Construction | | Copp Construction | | Whites Civil Contracting LLC | |
|------|--|------|------|-------------------|--------------|-------------------------|--------------|--------------------------------|--------------|---------------------------|--------------|-------------------|--------------|------------------------------|--------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 101 | Modulation | LS | 1 | \$72,400.00 | \$72,400.00 | \$70,455.00 | \$70,455.00 | \$85,000.00 | \$85,000.00 | \$50,000.00 | \$50,000.00 | \$12,200.00 | \$12,200.00 | \$110,000.00 | \$110,000.00 |
| 102 | Taxes, Insurance and Bonds | LS | 1 | \$24,000.00 | \$24,000.00 | \$28,491.00 | \$28,491.00 | \$45,100.00 | \$45,100.00 | \$55,000.00 | \$55,000.00 | \$11,700.00 | \$11,700.00 | \$11,700.00 | \$11,700.00 |
| 103 | Traffic Control | LS | 1 | \$18,000.00 | \$18,000.00 | \$40,000.00 | \$40,000.00 | \$27,000.00 | \$27,000.00 | \$5,000.00 | \$5,000.00 | \$8,500.00 | \$8,500.00 | \$8,500.00 | \$8,500.00 |
| 104 | Stormwater Management and Erosion Control | LS | 1 | \$8,000.00 | \$8,000.00 | \$46,000.00 | \$46,000.00 | \$16,000.00 | \$16,000.00 | \$5,000.00 | \$5,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| 105 | Temporary Water System | LS | 1 | \$20,400.00 | \$20,400.00 | \$54,736.00 | \$54,736.00 | \$52,200.00 | \$52,200.00 | \$14,500.00 | \$14,500.00 | \$31,100.00 | \$31,100.00 | \$31,100.00 | \$31,100.00 |
| 106 | Undispatched Excavation | CY | 520 | \$16.00 | \$8,320.00 | \$16.00 | \$8,320.00 | \$17.00 | \$8,740.00 | \$22.00 | \$11,440.00 | \$26.00 | \$13,520.00 | \$26.00 | \$13,520.00 |
| 107 | Concrete Curb & Gutter Removal | LF | 100 | \$7.10 | \$710.00 | \$14.00 | \$1,400.00 | \$17.00 | \$1,700.00 | \$22.00 | \$2,200.00 | \$36.00 | \$3,600.00 | \$36.00 | \$3,600.00 |
| 108 | Concrete Walkway Removal | SV | 42 | \$15.00 | \$630.00 | \$15.00 | \$630.00 | \$17.00 | \$714.00 | \$22.00 | \$924.00 | \$36.00 | \$1,512.00 | \$36.00 | \$1,512.00 |
| 109 | Non-Woven Geotextile Fabric | SV | 2315 | \$2.10 | \$4,861.50 | \$2.10 | \$4,861.50 | \$2.40 | \$5,564.00 | \$3.00 | \$6,945.00 | \$6.00 | \$13,890.00 | \$6.00 | \$13,890.00 |
| 110 | Geogrid | SV | 2315 | \$3.30 | \$7,639.50 | \$3.30 | \$7,639.50 | \$3.60 | \$8,343.00 | \$4.50 | \$10,425.00 | \$9.00 | \$20,865.00 | \$9.00 | \$20,865.00 |
| 111 | 3" Minus Sub-Base Course | CY | 1545 | \$21.00 | \$32,445.00 | \$21.00 | \$32,445.00 | \$24.00 | \$37,224.00 | \$30.00 | \$46,350.00 | \$48.00 | \$74,130.00 | \$48.00 | \$74,130.00 |
| 112 | 1-1/2" Crushed Base Course | CY | 915 | \$22.00 | \$20,130.00 | \$22.00 | \$20,130.00 | \$24.00 | \$22,020.00 | \$30.00 | \$27,450.00 | \$48.00 | \$43,920.00 | \$48.00 | \$43,920.00 |
| 113 | Asphalt Concrete Pavement (2" Thick) | SV | 3840 | \$22.00 | \$84,480.00 | \$22.00 | \$84,480.00 | \$24.00 | \$92,160.00 | \$30.00 | \$115,200.00 | \$48.00 | \$184,320.00 | \$48.00 | \$184,320.00 |
| 114 | Asphalt Concrete Pavement Patch (Match Ex or 4" Thick) | SV | 72 | \$27.00 | \$1,944.00 | \$27.00 | \$1,944.00 | \$30.00 | \$2,160.00 | \$36.00 | \$2,592.00 | \$54.00 | \$3,888.00 | \$54.00 | \$3,888.00 |
| 115 | Gravel Alley Surface Repair | SV | 80 | \$20.00 | \$1,600.00 | \$20.00 | \$1,600.00 | \$24.00 | \$1,920.00 | \$30.00 | \$2,400.00 | \$48.00 | \$3,840.00 | \$48.00 | \$3,840.00 |
| 116 | Concrete Curb & Gutter | LF | 190 | \$70.00 | \$13,300.00 | \$70.00 | \$13,300.00 | \$78.00 | \$14,820.00 | \$112.00 | \$21,280.00 | \$180.00 | \$34,020.00 | \$180.00 | \$34,020.00 |
| 117 | Concrete Valley Gutter | SV | 410 | \$20.00 | \$8,200.00 | \$20.00 | \$8,200.00 | \$24.00 | \$9,840.00 | \$30.00 | \$12,300.00 | \$48.00 | \$19,680.00 | \$48.00 | \$19,680.00 |
| 118 | Concrete Sidewalk (4 inch Thick) | SV | 815 | \$20.00 | \$16,300.00 | \$20.00 | \$16,300.00 | \$24.00 | \$19,560.00 | \$30.00 | \$24,480.00 | \$48.00 | \$39,120.00 | \$48.00 | \$39,120.00 |
| 119 | Asphalt Mill (1-1/2" @ 2%) | SV | 2050 | \$3.00 | \$6,150.00 | \$3.00 | \$6,150.00 | \$3.60 | \$7,440.00 | \$4.50 | \$9,270.00 | \$7.20 | \$14,832.00 | \$7.20 | \$14,832.00 |
| 120 | Asphalt Overlay (2" Thick) | SV | 730 | \$16.00 | \$11,680.00 | \$16.00 | \$11,680.00 | \$18.00 | \$13,140.00 | \$22.00 | \$16,040.00 | \$36.00 | \$26,400.00 | \$36.00 | \$26,400.00 |
| 121 | Adjust Manhole | EA | 3 | \$330.00 | \$990.00 | \$330.00 | \$990.00 | \$360.00 | \$1,080.00 | \$450.00 | \$1,350.00 | \$720.00 | \$2,160.00 | \$720.00 | \$2,160.00 |
| 122 | Cut, Cap & Abandon Ex. Main | EA | 4 | \$510.00 | \$2,040.00 | \$510.00 | \$2,040.00 | \$570.00 | \$2,280.00 | \$700.00 | \$2,800.00 | \$1,400.00 | \$5,600.00 | \$1,400.00 | \$5,600.00 |
| 123 | Remove Existing Valve | EA | 6 | \$290.00 | \$1,740.00 | \$290.00 | \$1,740.00 | \$320.00 | \$1,920.00 | \$400.00 | \$2,400.00 | \$800.00 | \$4,800.00 | \$800.00 | \$4,800.00 |
| 124 | Abandon Existing Water Main | EA | 1 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,100.00 | \$1,100.00 | \$1,200.00 | \$1,200.00 | \$1,300.00 | \$1,300.00 | \$1,400.00 | \$1,400.00 |
| 125 | Remove Existing Water Main | EA | 1 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,100.00 | \$1,100.00 | \$1,200.00 | \$1,200.00 | \$1,300.00 | \$1,300.00 | \$1,400.00 | \$1,400.00 |
| 126 | Connect to Ex. Water Main | EA | 11 | \$3,400.00 | \$37,400.00 | \$3,400.00 | \$37,400.00 | \$3,800.00 | \$41,800.00 | \$4,500.00 | \$49,500.00 | \$9,000.00 | \$99,000.00 | \$9,000.00 | \$99,000.00 |
| 127 | 12" C900 PVC Water Main | LF | 2600 | \$73.00 | \$189,800.00 | \$73.00 | \$189,800.00 | \$84.00 | \$218,400.00 | \$98.00 | \$254,800.00 | \$157.00 | \$408,200.00 | \$157.00 | \$408,200.00 |
| 128 | 10" C900 PVC Water Main | LF | 70 | \$86.00 | \$6,020.00 | \$86.00 | \$6,020.00 | \$98.00 | \$6,820.00 | \$112.00 | \$7,840.00 | \$178.00 | \$12,460.00 | \$178.00 | \$12,460.00 |
| 129 | 8" C900 PVC Water Main | LF | 25 | \$77.00 | \$1,925.00 | \$77.00 | \$1,925.00 | \$88.00 | \$2,200.00 | \$102.00 | \$2,550.00 | \$167.00 | \$4,175.00 | \$167.00 | \$4,175.00 |
| 130 | 6" C900 PVC Water Main | LF | 130 | \$65.00 | \$8,450.00 | \$65.00 | \$8,450.00 | \$76.00 | \$9,880.00 | \$88.00 | \$11,440.00 | \$140.00 | \$18,200.00 | \$140.00 | \$18,200.00 |
| 131 | 12" Gate Valve & Box | EA | 15 | \$3,600.00 | \$54,000.00 | \$3,600.00 | \$54,000.00 | \$4,000.00 | \$60,000.00 | \$4,500.00 | \$67,500.00 | \$7,200.00 | \$108,000.00 | \$7,200.00 | \$108,000.00 |
| 132 | 10" Gate Valve & Box | EA | 1 | \$2,900.00 | \$2,900.00 | \$2,900.00 | \$2,900.00 | \$3,200.00 | \$3,200.00 | \$3,600.00 | \$3,600.00 | \$5,400.00 | \$5,400.00 | \$5,400.00 | \$5,400.00 |
| 133 | 8" Gate Valve & Box | EA | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,200.00 | \$2,200.00 | \$2,400.00 | \$2,400.00 | \$3,600.00 | \$3,600.00 | \$3,600.00 | \$3,600.00 |
| 134 | 6" Gate Valve & Box | EA | 5 | \$1,500.00 | \$7,500.00 | \$1,500.00 | \$7,500.00 | \$1,600.00 | \$8,000.00 | \$1,800.00 | \$9,000.00 | \$2,700.00 | \$13,500.00 | \$2,700.00 | \$13,500.00 |
| 135 | 12" Tee | EA | 3 | \$3,300.00 | \$9,900.00 | \$3,300.00 | \$9,900.00 | \$3,600.00 | \$10,800.00 | \$4,000.00 | \$12,000.00 | \$6,000.00 | \$18,000.00 | \$6,000.00 | \$18,000.00 |
| 136 | 12" x 10" Tee | EA | 1 | \$1,300.00 | \$1,300.00 | \$1,300.00 | \$1,300.00 | \$1,400.00 | \$1,400.00 | \$1,500.00 | \$1,500.00 | \$2,100.00 | \$2,100.00 | \$2,100.00 | \$2,100.00 |
| 137 | 12" x 6" Tee | EA | 6 | \$1,000.00 | \$6,000.00 | \$1,000.00 | \$6,000.00 | \$1,100.00 | \$6,600.00 | \$1,200.00 | \$7,200.00 | \$1,800.00 | \$10,800.00 | \$1,800.00 | \$10,800.00 |
| 138 | 6" Tee | EA | 1 | \$640.00 | \$640.00 | \$640.00 | \$640.00 | \$700.00 | \$700.00 | \$760.00 | \$760.00 | \$1,120.00 | \$1,120.00 | \$1,120.00 | \$1,120.00 |
| 139 | 12" x 6" Cross | EA | 1 | \$1,100.00 | \$1,100.00 | \$1,100.00 | \$1,100.00 | \$1,200.00 | \$1,200.00 | \$1,300.00 | \$1,300.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 |
| 140 | 18" x 12" Reducers | EA | 1 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,700.00 | \$1,700.00 | \$1,800.00 | \$1,800.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| 141 | 12" x 8" Reducers | EA | 1 | \$840.00 | \$840.00 | \$840.00 | \$840.00 | \$900.00 | \$900.00 | \$960.00 | \$960.00 | \$1,300.00 | \$1,300.00 | \$1,300.00 | \$1,300.00 |
| 142 | 12" x 6" Reducers | EA | 1 | \$810.00 | \$810.00 | \$810.00 | \$810.00 | \$880.00 | \$880.00 | \$960.00 | \$960.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 |
| 143 | 12" - Bends | EA | 12 | \$980.00 | \$11,760.00 | \$980.00 | \$11,760.00 | \$1,080.00 | \$12,960.00 | \$1,200.00 | \$14,400.00 | \$1,750.00 | \$21,000.00 | \$1,750.00 | \$21,000.00 |
| 144 | 10" - Bends | EA | 2 | \$740.00 | \$1,480.00 | \$740.00 | \$1,480.00 | \$800.00 | \$1,600.00 | \$880.00 | \$1,760.00 | \$2,450.00 | \$4,900.00 | \$2,450.00 | \$4,900.00 |
| 145 | 6" - Bends | EA | 2 | \$400.00 | \$800.00 | \$400.00 | \$800.00 | \$440.00 | \$880.00 | \$480.00 | \$960.00 | \$1,300.00 | \$2,600.00 | \$1,300.00 | \$2,600.00 |
| 146 | Fire Hydrant Assembly | EA | 5 | \$6,100.00 | \$30,500.00 | \$6,100.00 | \$30,500.00 | \$6,600.00 | \$33,000.00 | \$7,200.00 | \$36,000.00 | \$9,800.00 | \$49,000.00 | \$9,800.00 | \$49,000.00 |
| 147 | Insulation Board | SF | 680 | \$5.70 | \$3,876.00 | \$5.70 | \$3,876.00 | \$6.00 | \$4,080.00 | \$6.50 | \$4,270.00 | \$8.50 | \$5,780.00 | \$8.50 | \$5,780.00 |
| 148 | Install 2" Water Service w/ Curb Box | EA | 1 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$2,000.00 | \$2,000.00 | \$2,200.00 | \$2,200.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| 149 | Install 1" Curb Stop w/ Curb Box | EA | 2 | \$530.00 | \$1,060.00 | \$530.00 | \$1,060.00 | \$580.00 | \$1,160.00 | \$630.00 | \$1,260.00 | \$850.00 | \$1,700.00 | \$850.00 | \$1,700.00 |

File Attachments for Item:

12. Resolution - MOU - 5th Avenue Reroute and 2021 Pavement Maintenance with Yellowstone County.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR AND
CITY CLERK TO SIGN A MEMORANDUM OF UNDERSTANDING WITH
YELLOWSTONE COUNTY TO SHARE PROJECT COSTS FOR CITY/COUNTY
STREETS AND ROADS.**

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

Section 1: Approval. The Memorandum of Understanding (“MOU”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the MOU on the City’s behalf.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

MEMORANDUM OF UNDERSTANDING (MOU)

City of Laurel 2021 Pavement Maintenance Project and 5th Avenue Waterline Re-Route Project Yellowstone County

This **AGREEMENT**, made and entered into this _____ day of _____, 2021, by and between **YELLOWSTONE COUNTY**, its agents, and Board of County Commissioners, hereinafter referred to as “**COUNTY**”, and the **CITY OF LAUREL**, hereinafter referred to as “**CITY**”, to make road and other improvements in and near the City which includes a portion of certain property which are **COUNTY** roads but included in the **CITY**’s 2021 Pavement Maintenance Project and 5th Avenue Waterline Re-Route Project both hereinafter called “**Projects.**” based on the commonly known

Scope of Work

The **County** portion of the **Projects** are described within the letter dated May 13, 2021 from the **City**’s Engineers (KLJ Engineering) which is attached hereto and incorporated herein.

WHEREAS, the **CITY** agrees to pay for **CITY**’s portion of the **Project** and **COUNTY** agrees to pay for **COUNTY**’s portion as described and contained in KLJ’s May 13, 2021 letter, after the **Project** is procured and completed by the **CITY**.

WHEREAS, the **Project** will benefit **COUNTY**, **CITY**, local residents, and the traveling public in the area.

THEREFORE BE IT AGREED by **COUNTY and CITY** that each entity shall pay their respective portions for the **Projects**. The estimated cost for the **COUNTY** portions of both **Projects** is \$25,722.25 and \$32, 200.00 for a total **COUNTY** participation of \$57,972.25. If the cost of the **Projects** exceed the Engineer’s estimated costs provided herein, the **Project** may not proceed and neither party will be responsible for funding the **Projects** or payment under this agreement. The Parties reserve the right to review the bid amount and not participate as determined by the appropriate governing body or elected official. The final quantities of both **Projects** will be summarized at the completion of each **Project** and provided to each party.

The parties further agree that all contractor bidding will be managed by the **CITY** and **CITY** shall contract with the successful bidder to complete the project in compliance with state law.

TERMINATION OF AGREEMENT: This agreement will remain in effect until it is mutually terminated by all parties or upon satisfactory completion of the project.

YELLOWSTONE COUNTY, MONTANA – BOARD OF COUNTY COMMISSIONERS

By _____ Witness: _____
Donald Jones Jeff Martin, Clerk and Recorder
Chair, Board of County Commissioners

By _____
John Ostlund Board of County Commissioners

By _____
Dennis Pitman
Member, Board of County Commissioners

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer



2611 Gabel Road
 Billings, MT 59102-7329
 406 245 5499
 KLJENG.COM

May 13, 2021

Mr. Kurt Markegard
 Public Works Director
 City of Laurel
 PO Box 10
 115 West First Street
 Laurel, MT 59044

Re: County Portions of the 2021 Pavement Maintenance Project and 5th Ave. Waterline Re-Route Project

Dear Mr. Markegard:

As you are aware, the two above projects for the City of Laurel contain certain areas that are Yellowstone County roads. In specific, the portion of W. 12th Street that is identified on the bid form for the 5th Ave. Waterline Re-Route project as "Alternate Bid". The Engineer's estimate of quantity for this item is 1,600 square yards. The low bidder of the base bid was Western Municipal and their unit price for this item was \$17.00/sy. This equates to an estimated cost for this item of \$27,200.00. Including additional design, coordination, and inspection; the County addition for Engineering to the project is \$5,000.00.

The area of the 2021 Pavement Maintenance project that are County roads are portions of E. 8th Street. In particular they are from Alder Ave. to Cottonwood Ave., the north half from Date Ave. to Elm Ave., and from Fir Ave. to Mulberry Ave. The Engineering portion added to the project is \$3,500.00. The low bidder on this project was Hard Drives Construction. The estimated quantity of repair items and Hardrives Unit costs for those items are presented below.

| Item | Description | Qty | Unit | Unit Price | Total Price |
|----------------------------------|---|-------|------|------------|--------------------|
| 104 | Crack route & Seal | 2,110 | LF | \$ 1.00 | \$2,110.00 |
| 105 | CHFRS-wP Asphalt seal & Chip Coat - 3/8" Gradation | 4,500 | SY | \$ 2.00 | \$9,000.00 |
| 106 | SS-1 or SS-1h Asphalt Tack Coat Fog Seal | 585 | GAL | \$ 3.25 | \$1,901.25 |
| 107 | 4" Asphalt Concrete Pavement Patching - Type B - Surface Course | 151 | SY | \$ 61.00 | \$9,211.00 |
| Total of County Bid Items | | | | | \$22,222.25 |



In summary, the County cost for the 2020 Pavement Maintenance project and 5th Ave. Waterline Re-Route projects are estimated to be \$25,722,25 and \$32,200, respectively. The final quantities for each project will be summarized at the completion of each project. Please let me know if you have any questions or comments.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh', written over the printed name.

Ryan E. Welsh, P.E.

Project Engineer

Project #: 2004-00831 & 2104-00118

cc: Tim Miller, County Engineer

File

File Attachments for Item:

13. Resolution - Yellowstone River Water Crossing Project

RESOLUTION NO. R21-__

**RESOLUTION AWARDING COP CONSTRUCTION THE CONTRACT FOR
THE CITY OF LAUREL'S YELLOWSTONE RIVER WATER CROSSING
PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN ALL
DOCUMENTS RELATING TO THE PROJECT ON THE CITY'S
BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the Yellowstone River Water Crossing Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS COP Construction submitted a bid of \$281,740.00 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the contract and project to Cop Construction for its bid price of \$281,740.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



May 3, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: Yellowstone River Water Crossing Project – Recommendation of Award

Dear Kurt:

Bids for the Yellowstone River Water Crossing project were received April 29, 2021. Two bids were opened and read aloud, with bid amounts being \$341,120.00 and \$281,740.00. The bids were checked for mathematical accuracy and no discrepancies were found.

The lowest bidder is Cop Construction. We recommend the contract be awarded to Cop Construction, accordingly. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'.

Ryan E. Welsh, PE
Project Engineer

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 2004-00542
cc: file

Notice of Award

Date: _____

Project: Yellowstone River Water Crossing Project

Owner: City of Laurel

Owner's Contract No.:

Contract: As described in the Bid Documents

Engineer's Project No.: 2004-00542

Bidder: Cop Construction Inc.

Bidder's Address: 242 S. 64th St West

Billings, MT 59106

You are notified that your Bid dated April 29, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Yellowstone River Water Crossing Project.

The Contract Price of your Contract is Two Hundred Eighty-one Thousand, Seven hundred and Forty Dollars and Zero Cents (\$281,740.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

TABULATION OF BIDS
Yellowstone River Waterline Crossing - KLJ#2004-00542
CITY OF LAUREL, MONTANA
April 29, 2021



| Base Bid | | | | Engineers Opinion of Cost | | Western Municipal | | Cop Construction | |
|-------------------|-----------------------------------|-----|------|---------------------------|-------------|-------------------|--------------|------------------|---------------|
| Item | Description | Qty | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 101 | Mobilization | 1 | LS | \$15,000.00 | \$15,000.00 | \$53,200.00 | \$53,200.00 | \$ 8,000.00 | \$ 8,000.00 |
| 102 | Taxes, Bonds & Insurance | 1 | LS | \$7,000.00 | \$7,000.00 | \$10,600.00 | \$10,600.00 | \$ 6,000.00 | \$ 6,000.00 |
| 103 | Construction Traffic Control | 1 | LS | \$15,000.00 | \$15,000.00 | \$54,400.00 | \$54,400.00 | \$ 23,000.00 | \$ 23,000.00 |
| 104 | Connect to Ex. Water | 2 | EA | \$3,500.00 | \$7,000.00 | \$3,700.00 | \$7,400.00 | \$ 7,000.00 | \$ 14,000.00 |
| 105 | 4" PVC Water Main | 20 | LF | \$30.00 | \$600.00 | \$140.00 | \$2,800.00 | \$ 5.00 | \$ 100.00 |
| 106 | 4" PVC to HDPE Coupler | 2 | EA | \$1,800.00 | \$3,600.00 | \$530.00 | \$1,060.00 | \$ 690.00 | \$ 1,380.00 |
| 107 | 4" HDPE Water Main | 20 | LF | \$30.00 | \$600.00 | \$84.00 | \$1,680.00 | \$ 4.50 | \$ 90.00 |
| 108 | 4" HDPE Insulated Water Main | 665 | LF | \$60.46 | \$40,208.00 | \$244.00 | \$162,260.00 | \$ 262.00 | \$ 174,230.00 |
| 109 | Expansion Joints | 5 | EA | \$4,300.00 | \$21,500.00 | \$2,600.00 | \$13,000.00 | \$ 2,300.00 | \$ 11,500.00 |
| 110 | Air Release Structure | 1 | EA | \$500.00 | \$500.00 | \$370.00 | \$370.00 | \$ 1,100.00 | \$ 1,100.00 |
| 111 | Remove & Replace Mounting Bracket | 10 | EA | \$250.00 | \$2,500.00 | \$400.00 | \$4,000.00 | \$ 520.00 | \$ 5,200.00 |
| 112 | 4" HDPE Pipe Bends | 5 | EA | \$800.00 | \$4,000.00 | \$690.00 | \$3,450.00 | \$ 1,600.00 | \$ 8,000.00 |
| 113 | Tree Removal | 1 | EA | \$1,000.00 | \$1,000.00 | \$860.00 | \$860.00 | \$ 2,000.00 | \$ 2,000.00 |
| 114 | Connect to Junction Box | 1 | EA | \$600.00 | \$600.00 | \$13,300.00 | \$13,300.00 | \$ 5,500.00 | \$ 5,500.00 |
| 115 | Thermocable | 900 | LF | \$1.66 | \$1,494.00 | \$13.00 | \$11,700.00 | \$ 22.00 | \$ 19,800.00 |
| 116 | Exploratory Excavation | 4 | Hrs | \$ 460.00 | \$ 1,840.00 | \$ 260.00 | \$ 1,040.00 | \$ 460.00 | \$ 1,840.00 |
| Total of Base Bid | | | | \$122,442.00 | | \$341,120.00 | | \$ 281,740.00 | |

This represents a true tabulation of bids opened and read on April 29, 2021.

Ryan Welsh

Project Engineer

Date: April 29, 2021

File Attachments for Item:

14. 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 H2s Remediation Improvements Project.

RESOLUTION NO. R21-__

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 H2S REMEDIATION IMPROVEMENTS 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 H2S Remediation Improvements 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 H2S Remediation Improvements 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 May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

This is **EXHIBIT K**, consisting of two pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 5, 2017.

Amendment To Task Order No. 1

1. Background Data:

- a. Effective Date of Task Order: February 20, 2018
- b. Owner: City of Laurel
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: H2S Remediation Improvements

2. Description of Modifications

- a. Engineer shall perform the following Preliminary and Final Design Phase Services: Design a replacement receiving manhole to accommodate a Titus Twister unit along with the site design for the control panel and coordination with the MDOT and power company. This effort will include design survey but does not include legal survey. Any legal survey work can be completed under Additional Services. This effort includes coordination with the power company to drop in 115V power to the control panel. If any electrical engineering design becomes needed, this can be provided under Additional Services. This effort will modify the scope as defined in Preliminary Design Phase (A1.02) and Final Design Phase (A1.03), of the project.
- b. For the additional Design Phase Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: An additional \$36,350 for the Preliminary and Final Design Phase (increasing the amount from \$30,560.00 to \$66,910.00). The Total Compensation is increased by \$36,650 (increasing the amount from \$58,230.00 to \$94,580.00).
- e. The schedule for rendering services under this Task Order is modified as follows: Engineer will work in good faith to have the project ready for bidding by August 31, 2021.

3. Task Order Summary (Reference only)

| | | |
|----|----------------------------------|-------------|
| a. | Original Task Order amount: | \$58,230.00 |
| b. | Net change for prior amendments: | \$0.00 |
| c. | This amendment amount: | \$36,350.00 |
| d. | Adjusted Task Order amount: | \$94,580.00 |

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 May 25, 2021.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: Mark Anderson

Title: Vice President, EPW

Date
Signed: _____



2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

May 5, 2021

Mr. Kurt Markegard
Director of Public Works
City of Laurel
P.O. Box 10
Laurel, Montana 59044

Re: Laurel H2S Remediation Improvements – Amendment 1

Dear Kurt:

Over the past three years, this project has changed significantly from the original plan of adding a simple aeration system at the Village Lift Station. Over this time, KLJ researched numerous alternatives, coordinated two different pilot studies, analyzed pilot study results, and revised the Technical Memorandum several times. We have now settled on a solution to the problem with the replacement of the receiving manhole and the installation of a Titus Twister in the new manhole. This approach should reduce the odor and corrosion in the gravity sewer without replacing the force main.

The efforts taken to reach this solution has used approximately \$42,130 of the original \$58,230 budget. We now have approximately \$16,100 remaining in our original budget. We estimate it will take approximately \$36,350, in addition to our remaining budget, to complete the design permitting and construction phase for this project. We are requesting a fee increase of \$36,350 to complete this project.

Attached is a draft amendment for your consideration. Please let us know if you have any questions regarding this addendum.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Doug Whitney', written over a horizontal line.

Douglas C. Whitney PE
Project Manager

Enclosure(s): Addendum 1
Project #: 1804-00122
cc: File

File Attachments for Item:

15. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The City Capital Improvements Plan (CIP).

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN
THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE
FOR THE CITY CAPITAL IMPROVEMENTS PLAN (CIP).**

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

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: City of Laurel Capital Improvement Plan

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: May 3, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Laurel 5-Year Capital Improvement Plan
- E. Specific Project (description): Planning services related to subdivision, zoning, development, floodplain hazard management, reviews and other related work

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
Set forth in Part 2—Additional Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

Planning services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---------------------------------|--------------|-----------------------|
| 1. Basic Services (Part 1) | \$125,000.00 | Lump Sum |
| 2. Additional Services (Part 2) | \$ (tbd) | Direct Labor |

~~*Based on a [] month continuous construction period.~~

~~Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.~~

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits:

Agreement Exhibit C "Payments to Engineer for Services and Reimbursable Expenses" Article 2, Part C2.02 is modified as follows. All other parts of Agreement Exhibit C remain unchanged.

C. Direct Labor Costs Times a Factor

- For the specified category of services, Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
- Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order.
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

9. Attachments:

Exhibit A – Engineer's Services for Task Order

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition as amended by Amendment No. 1 dated October 13, 2020

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 3, 2021.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: Thomas C. Nelson

Print Name: Mark Anderson

Title: Mayor

Title: Vice President

Engineer License or Firm's
Certificate No. (if required): PEL-EF-LIC-37
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Thomas C. Nelson

Name: Matthew Smith, PE, PMP

Title: Mayor

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

E-Mail
Address: tnelson@laurel.mt.gov

Phone: 406-628-4796

Address: PO Box 80303
Billings, MT 59108

E-Mail
Address: Matt.smith@kljeng.com

Phone: 406-245-5499

Engineer's Services for Task Order: City of Laurel Capital Improvement Plan

PART 1—BASIC SERVICES

A1.01 Capital Improvement Plan

- A. As Basic Services and upon request by Owner, Engineer shall:
1. For the purpose of this Task Order, Capital Expenditures shall be defined as items, services or expenditures that are \$50,000.00 or have a useful life of 5-years or longer.
 2. Conduct up to four (4) meetings/site visits to gather data and needs from the various City Departments, review existing conditions and facilities, unless such visits are not necessary or applicable.
 - a. Public Works
 - 1) Water Systems
 - 2) Wastewater Systems
 - 3) Storm Drain Systems
 - 4) Roads and Streets
 - 5) Public Works Buildings
 - 6) Public Works Vehicles and Equipment
 - 7) Solid Waste Equipment
 - 8) Container Site Equipment and Buildings
 - b. Police Department
 - c. Fire Department
 - d. EMS Department
 - e. City Administration
 - 1) Public Buildings
 - f. Parks and Recreation
 - 1) Buildings and Facilities
 - 2) Equipment
 - 3) Vehicles
 - g. Engineer will summarize the identified capital expenditures.
 - h. Develop Improvement Prioritization

- 1) The Engineer will provide the Owner with the summary of identified capital expenditures by Department and Sub-Department Units
 - a) The Owner will set priorities for each Department and Sub-Department Unit.
- i. Develop Opinion of Probable Costs
 - 1) Based on the identified capital expenditures, the Engineer will develop budgetary level opinions of costs for the identified capital expenditures. These cost opinions will be budgetary level only intended for Planning Purposes.
- j. Develop Capital Improvements Schedule
 - 1) Based on the identified capital expenditures, the Engineer will develop a preliminary capital expenditure schedule for the next five (5) years. The time frame for this will be based on the fiscal year 2022 through Fiscal 2026. (July 2021 to June 2026)
- k. Summary of Potential Capital Project Funding
 - 1) Based on the identified capital expenditures, the Engineer will develop a summary of potential funding sources for the identified expenditures.
- l. Develop a Five Year Capital Improvement Plan
 - 1) Based on the identified capital expenditures the Engineer will develop a draft CIP and deliver to the Owner ten (10) copies of the draft CIP.
 - 2) The Engineer will meet once with the City Council to review the draft CIP and collect comments on the document and necessary changes to meet the Governing Bodies priorities.
 - 3) Based on the comments received from the Owner, the Engineer will revise the draft CIP and deliver to the Owner ten (10) copies of the Final CIP for public hearing and adoption by the Governing Body.
3. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional relevant data and information, for Engineer's use in providing planning services.
4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements.
5. Attend and/or facilitate two (2) public hearings, City Council meetings, workshops, board/committee meetings, etc.
6. Provide the Owner ten (10) paper copies and one (1) electronic copy of the Final adopted Capital Improvement Plan
- B. Engineer's services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. None.

File Attachments for Item:

16. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Canyon Electric For Electrical Work For The City's Building Commonly Known As "Jaycee Hall" Located In Riverside Park.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH CANYON ELECTRIC FOR ELECTRICAL WORK
FOR THE CITY'S BUILDING COMMONLY KNOWN AS "JAYCEE HALL"
LOCATED IN RIVERSIDE PARK.**

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

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

Canyon Electric
5445 Hesper Rd.
Billings, Mt. 59106
Attention: Greg Miller
406-208-7615

28 April 2021
Laurel Asseblly Venue

Re: Proposal for Laurel Asseblly Venue

We are pleased to quote the Electrical Installation on the above referenced project please see installation sheet.

Qualifications:

1. Please see installation Report for quantity's for scope of work
2. All new wiring to meet the requirements of the National Electrical Code.
3. Includes budget for changing out light fixtures and paddle fans
4. Retrofit all fluorescent to LED's
5. Adding exit and emergency lights as needed
6. Updating all outlets and switches to new
7. New electrical service
8. New feeder and 1- new sub panel in hallway
9. Kitchen fixing all wiring to code
10. reworking all switches to normal switch height
11. installing exterior egress lighting to code
12. Attic clean up old wiring
13. Furnaces bring up to code
14. Electrical permit

Exclusions:

1. Utility Company's Charges and cost
2. Fire Alarm system

Pricing:

For the Sum of \$13,736.43

Qualifications:

Wiring will be done in NMB in interior walls and attic space were possible as meets Code by information given to me
By Laurel- Kurt Markegard building type.

Finally we would like to thank you for the opportunity to quote this project. If you have any questions, please call
us or email.

Sincerely,

Greg Miller
Canyon Electric

Job ID: JOB-1221
Project: Laurel Asseblly Venue



Installations Report

| Vendor: BORDERST | | Labor Level: CONEST | | 28 Apr 2021 17:06:06 | | |
|---|------------|--|-------------|-----------------------------|---------------|--------------|
| Description | Lab Class | Qty | Material \$ | Labor \$ | Unit Price \$ | Extension \$ |
| CSI Code: | | Phase: RESIDENTIAL > BATHROOM 1&2 | | | | |
| DX-GFCI BATHROOM-REMODEL | ELECTRICAL | 2 | 62.76 | 82.08 | 144.85 | 289.69 |
| SURFACE CEILING-MNT 1-Led | ELECTRICAL | 4 | 0.49 | 16.79 | 17.28 | 69.12 |
| Phase: RESIDENTIAL > BATHROOM 1&2 TOTALS | | | 127.47 | 231.33 | | 358.81 |
| CSI Code: | | Phase: RESIDENTIAL > HALL | | | | |
| EXIT SURFACE WALL MNT | ELECTRICAL | 2 | 155.15 | 143.44 | 298.59 | 597.18 |
| LABOR HOURS MISC | ELECTRICAL | 4 | 38.57 | 54.17 | 92.74 | 370.94 |
| S | ELECTRICAL | 1 | 39.95 | 36.43 | 76.38 | 76.38 |
| S3 | ELECTRICAL | 2 | 91.56 | 53.48 | 145.04 | 290.08 |
| SURFACE CEILING-MNT 1- Led | ELECTRICAL | 2 | 82.33 | 48.63 | 130.96 | 261.92 |
| Phase: RESIDENTIAL > HALL TOTALS | | | 852.28 | 744.22 | | 1,596.51 |
| CSI Code: | | Phase: RESIDENTIAL > KITCHEN | | | | |
| DX GFCI KITCHEN-REMODEL 20A | ELECTRICAL | 2 | 64.91 | 81.81 | 146.72 | 293.44 |
| DX-GFCI | ELECTRICAL | 1 | 21.84 | 11.92 | 33.76 | 33.76 |
| ELECTRIC WATER HEATER wiring only | ELECTRICAL | 1 | 219.88 | 137.32 | 357.20 | 357.20 |
| GAS FURNACE wiring only | ELECTRICAL | 1 | 110.55 | 237.92 | 348.46 | 348.46 |
| LABOR HOURS MISC bringing up to code and Range wire | ELECTRICAL | 4 | 30.85 | 54.17 | 85.02 | 340.09 |
| PADDLE FAN | ELECTRICAL | 1 | 185.60 | 72.59 | 258.19 | 258.19 |
| S | ELECTRICAL | 1 | 29.33 | 32.22 | 61.55 | 61.55 |
| SURFACE CEILING-MNT 1-Led | ELECTRICAL | 1 | 82.33 | 48.63 | 130.96 | 130.96 |
| Phase: RESIDENTIAL > KITCHEN TOTALS | | | 902.76 | 920.90 | | 1,823.66 |
| CSI Code: | | Phase: RESIDENTIAL > DANCE ROOM | | | | |
| EXIT SURFACE WALL MNT | ELECTRICAL | 4 | 166.59 | 96.50 | 263.10 | 1,052.39 |
| Led Tube ballast bypass 48" | ELECTRICAL | 32 | 15.43 | 7.25 | 22.68 | 725.71 |
| LABOR HOURS MISC fixing wiring to code | ELECTRICAL | 9 | 30.85 | 54.17 | 85.02 | 765.20 |
| PADDLE FAN | ELECTRICAL | 1 | 154.75 | 70.96 | 225.71 | 225.71 |
| SURFACE CEILING-MNT Led | ELECTRICAL | 4 | 77.62 | 20.04 | 97.66 | 390.64 |
| SURFACE WALL-MNT Led | ELECTRICAL | 2 | 77.62 | 16.79 | 94.41 | 188.82 |
| Phase: RESIDENTIAL > DANCE ROOM TOTALS | | | 2,058.15 | 1,290.33 | | 3,348.48 |
| CSI Code: | | Phase: RESIDENTIAL > ROOM WITH FIREPLACE | | | | |
| DX GFCI KITCHEN-REMODEL 20A | ELECTRICAL | 1 | 70.50 | 88.84 | 159.35 | 159.35 |
| EXIT SURFACE WALL MNT | ELECTRICAL | 2 | 128.25 | 97.24 | 225.49 | 450.99 |
| Led tubes for t12 ballast bypass | ELECTRICAL | 8 | 30.85 | 9.67 | 40.52 | 324.18 |
| FURNACE REWORK | ELECTRICAL | 2 | 92.56 | 162.51 | 255.07 | 510.14 |
| SURFACE CEILING-MNT Led | ELECTRICAL | 3 | 77.62 | 40.63 | 118.25 | 354.74 |
| Phase: RESIDENTIAL > ROOM WITH FIREPLACE TOTALS | | | 991.80 | 807.59 | | 1,799.39 |
| CSI Code: | | Phase: RESIDENTIAL > EXTERIOR | | | | |
| LIGHTS REWORK | ELECTRICAL | 3 | 77.66 | 112.86 | 190.52 | 571.57 |
| SURFACE WALL-MTD led egress lights | ELECTRICAL | 2 | 142.98 | 70.07 | 213.05 | 426.11 |
| Phase: RESIDENTIAL > EXTERIOR TOTALS | | | 518.95 | 478.73 | | 997.68 |
| CSI Code: | | Phase: RESIDENTIAL > ATTIC | | | | |
| LABOR HOURS cleaning up wiring in attic | ELECTRICAL | 12 | 23.14 | 43.34 | 66.48 | 797.71 |
| Phase: RESIDENTIAL > ATTIC TOTALS | | | 277.67 | 520.03 | | 797.71 |
| CSI Code: | | Phase: RESIDENTIAL SERVICE > SERVICE | | | | |
| 200A OH-MAST/COMB LOAD-CENTER/METER | ELECTRICAL | 1 | 1,012.51 | 595.68 | 1,608.19 | 1,608.19 |
| Phase: RESIDENTIAL SERVICE > SERVICE TOTALS | | | 1,012.51 | 595.68 | | 1,608.19 |

| Description | Lab Class | Qty | Material \$ | Labor \$ | Unit Price \$ | Extension \$ |
|--|------------|-----|-------------|----------|---------------|--------------|
| CSI Code: <i>Phase: RESIDENTIAL SERVICE > FEEDER AND PANEL</i> | | | | | | |
| ALUM SER CABLE FEEDER 100A 3W | ELECTRICAL | 50 | 2.88 | 2.06 | 4.94 | 246.81 |
| CORE DRILL | ELECTRICAL | 4 | 119.18 | 145.65 | 264.83 | 1,059.33 |
| PVC LB CONDUIT BODY 2 | ELECTRICAL | 1 | 15.69 | 29.79 | 45.48 | 45.48 |
| PVC MALE ADAPTER 2 | ELECTRICAL | 1 | 1.00 | 8.40 | 9.40 | 9.40 |
| PVC SCH 80 2 | ELECTRICAL | 5 | 6.87 | 2.13 | 9.00 | 44.99 |
| Phase: RESIDENTIAL SERVICE > FEEDER AND PANEL TOTALS | | | 671.66 | 734.36 | | 1,406.01 |
| TOTAL PROJECT COST: | | | 7,413.24 | 6,323.18 | | 13,736.43 |

BID NOTES

File Attachments for Item:

17. Resolution - LURA Grant - Atkins

RESOLUTION NO. R21-____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
RELEASE OF FUNDS FROM THE TAX INCREMENT FINANCING DISTRICT FUND FOR
FAÇADE IMPROVEMENTS AND BUILDING REPAIRS FOR THE PROPERTY LOCATED AT
221 WEST MAIN, LAUREL MONTANA.**

WHEREAS, the City Council previously approved a Façade Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA); and

WHEREAS, the owner of the property listed herein submitted a Grant Request for façade improvements and building repairs for his property and such property is located within the Tax Increment Financing District: Owner: David Atkins. Property address: 221 West Main; and

WHEREAS, the LURA Board reviewed the application and recommends approval for the above Property in the amounts provided in the attached letter; and

WHEREAS, the application was complete, the project is eligible for grant assistance and LURA recommends funding of the same as provided in the attached letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the grant request for façade improvements and building repairs are approved for the following: Owner: David Atkins: 221 West Main: Façade: \$9000 and Building Repair: \$5000

BE IT FURTHER RESOLVED, the Mayor, CAO, and City Clerk Treasurer are authorized to utilize the appropriately designated accounts to pay the grants upon submission of the required documentation from the Property Owner.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2021.

APPROVED by the Mayor this ____th day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



**AGENDA
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, APRIL 19, 2021
11:00 AM
LAUREL LIBRARY COMMUNITY ROOM**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

1. Roll Call

The Chair called the meeting to order at: 11:02am

Mardie

Daniel

Don Smarsh

Judy Goldsby

Nick Altonaga (City of Laurel)

Leslie Atkins (applicant)

Dennis Eaton (arrived at 11:20am)

General Items

2. Approve Meeting Minutes: March 15, 2021

Members reviewed the minutes from the meeting on March 15, 2021.

Daniel motioned to approve the Minutes from March 15, 2021.

Mardie seconded.

Motion Carried.

3. Big Sky EDA Update

Dianne was not present.

4. Beartooth RC&D Update

Steve was not present.

New Business

5. Small Grant Application: Mel's Auto Clinic

Members reviewed the Technical Assistance Grant for Mel's Auto Clinic

Daniel motioned to approve \$4,904.00 for the Technical Assistance Grant for Mel's Auto Clinic.

Mardie Seconded.

Motion Carried.

Old Business

6. Small Grant Application: David Atkins, 3rd Avenue

Discussion of the Application. Leslie Atkins was in attendance and explained the scope of the project. Repointing the brickwork, and sidewalk work.

Daniel asked questions about the timeline of grant eligibility. To Nick's knowledge they are eligible, as it has been multiple years since they last applied for funding.

Don Motioned to approve the General Small Grant For the Atkin's project on 3rd Avenue for \$5,000.
Daniel Seconded.
Motion Carried.

Don Motioned to approve the Façade Grant for 3rd Avenue in the amount of \$9,000.
Mardie Seconded.
Motion Carried.

7. Small Grant Application: Ken & Peggy Miller - 201 E. Main St.

Nick presented the General Small Grant Request for Ken and Peggy Miller at 201 E. Main Street.

Mardie Motioned to approve the grant request for 201 E. Main Street in the amount of \$5,000.
Daniel Seconded.
Motion Carried.

Other Items

8. Budget Review

- Members reviewed the Budget. They discussed the debt service and the Large Grant funding that has been reimbursed.
- Members also discussed the previous long term-planning and the need to keep doing that.
- Judy reported that Rock the Block will be happening this summer. Good to have some things go back to normal.
- Members discussed the parking issues downtown and how it needs to change. Parking is a major issue for downtown with the mix of businesses and residential units.
- Leslie had a question about how to get on the Council Agenda. Nick replied that she should come to City Council sessions and raise the issue to Council Members and the Mayor.

Announcements

9. Adjourn

Don Motioned to Adjourn.
Dennis Seconded.
Motion Carried.

Meeting was adjourned at 11:46AM

10. Next Meeting: May 17, 2021

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

| LURA Small Grants 2021 | | | | | | | | | | | 2021 |
|------------------------|---|------------------|------------|-----------------|--------------------------------|------------------|----------------|-------------------------------|----------------------|--------------------|----------------------|
| Applicant | Project | Application Date | Start Date | Completion Date | Technical Assistance (\$4,000) | Façade (\$9,000) | Sign (\$3,000) | General Small Grant (\$5,000) | LURA Approved Amount | LURA Approval Date | Total Awarded Amount |
| David Atkins | 7 3rd Ave - Repair façade, repoint brickwork, repair sidewalk | 12/29/2020 | 12/29/2020 | 4/30/2021 | | \$ 9,000.00 | | \$ 5,000.00 | \$ 14,000.00 | 4/19/2021 | \$ 14,000.00 |
| Nancy Rutt | 507-511 W. Main Street - Install New Sign on structure. New illuminated signage, creating more pleasing visual | 2/1/2021 | 10/1/2020 | 12/1/2020 | | | \$ 1,840.00 | | \$ 1,840.00 | 2/22/2021 | \$ 1,840.00 |
| Amy Mullaney | 112 S 1st Ave - Install new signage above office space for property management company | 2/17/2021 | 3/1/2021 | 4/15/2021 | | | \$ 2,111.14 | | \$ 2,111.14 | 2/22/2021 | \$ 2,111.14 |
| Carl Jones | 619 E Main St. - Technical Assistance Grant for the architectural and conceptual design of renovation of Mel's Auto Clinic. | 3/30/2021 | 5/1/2021 | 10/1/2021 | \$ 4,903.55 | | | | \$ 4,904.00 | 4/19/2021 | \$ 4,904.00 |
| Ken and Peggy Miller | 201 E Main St. - Upgrade HVAC system and Commercial and Rental units, update insulation and building interior. | | | | | | | \$ 16,940.00 | \$ 5,000.00 | 4/19/2021 | \$ 5,000.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | \$ 4,903.55 | \$ 9,000.00 | \$ 3,951.14 | \$ 5,000.00 | \$ 27,855.14 | | |



LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

OFFICE USE ONLY

| | |
|----------------|------|
| LURA REVIEW | DATE |
| PLANNER REVIEW | DATE |
| CITY COUNCIL | DATE |

Grant Application

- ☒ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☒ Façade Grant
☐ Signage and Awning Grant (Up to \$3,000)
☐ Large Grant (Greater than \$5,000)

| | | | |
|--|---|--|-------------------------------|
| Applicant Name (Last, First Middle) DAVID & LESLIE ATKINS | | Applicant Phone (406) 670-3427 | |
| Applicant Mailing Address (Street, City, State Zip) 7 3RD AVE 59044 | | Applicant E-Mail Address DAVID.J.ATKINS@GMAIL.COM | |
| Business Name | | Laurel Business License Number | |
| Business Physical Address (Street, City, State Zip) | | Business Phone () - | |
| Business Activities (i.e. retail, office, etc.) | | | |
| Business Owner Name (Last, First Middle) | | <input type="checkbox"/> Same as Applicant | |
| Business Owner Mailing Address (Street, City, State Zip) | | Business Owner E-Mail Address | |
| Building Frontage (building length along a public street) 160 feet | Building Height (number of stories defined by current code) 40 feet 2 stories | Historical District Building <input type="checkbox"/> Yes <input type="checkbox"/> No | Date Approved 1 / 1 |
| Property Legal Description (i.e. assessor parcel number) EAST LAUREL TOWNSHIP BLOCK 2 LOT 9-10 | | | |
| Property Legal Owner and Contact Information DAVID & LESLIE ATKINS | | | |

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature

Date (MM/DD/YYYY)

12 / 29 / 20

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials **DA**

| Previous Applications (if any) | Date | Control No. | Approved | |
|--------------------------------|------|-------------|---|-----------------------------|
| LARGE GRANT | / / | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| FACADE | / / | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| TECHNICAL | / / | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| | / / | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | / / | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Brief Description of Type of Business and Services Provided by Applicant.

RENTAL PROPERTY, NOT A BUSINESS.

Brief Description of Project.

REPAIR/REPOINT BRICKWORK, REPLACE SIDEWALK

Brief Description of Project Time Line.

PLAN TO BE COMPLETE SPRING 2021

Explain how the project will support and/or improve the down town district.

BRICKS WON'T FALL ON PEOPLE, IT WILL LOOK BETTER,
SIDEWALK WILL NO LONGER BE AN EYESORE OR A TRIPPING
HAZARD.

What type(s) of development and/or physical improvements are being considered?

SAME QUESTION?

Name and Address of Technical Assistance Firm.

Name and Address of Contractor that will complete the work.

ROSSMAN MASONRY 2106 PATRICIA LN.
J.D.D. CONCRETE BILLINGS
1514 RIDGE DR. 59044

Applicant Initials



Pa

What type of general **Small Grant** is needed?

MCA

LURA Funds

Applicant Funds

Requested

Committed

| | | | |
|--|---------------|-----------------|------------------|
| <input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight | 7-15-4288(2) | \$ _____ | \$ _____ |
| <input checked="" type="checkbox"/> Sidewalks, Curbs, Gutters | 7-15-4288(2) | \$ <u>4,600</u> | \$ <u>9,200</u> |
| <input type="checkbox"/> Public Utilities | | | |
| <input type="checkbox"/> Water, Wastewater, Storm Water | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Intersection Signals & HAWK Crossing | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Street & Alley Surface Improvements | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Crosswalks | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Green Space & Water Ways | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Improvement of Pedestrian Areas | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Historical Restorations | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Off Street Parking for Public Use | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Bridges & Walkways | 7-15-4288(4) | \$ _____ | \$ _____ |
| <input type="checkbox"/> Pollution Reduction | 7-15-4288(12) | \$ _____ | \$ _____ |
| <input checked="" type="checkbox"/> Structural Repair | | | |
| <input type="checkbox"/> Flooring | | \$ _____ | \$ _____ |
| <input type="checkbox"/> Walls (interior) EXTERIOR (STRUCTURE) | | \$ <u>400</u> | \$ <u>30,000</u> |
| <input type="checkbox"/> Roof, Ceiling | | \$ _____ | \$ _____ |
| <input type="checkbox"/> Energy Efficiency Improvements | | | |
| <input type="checkbox"/> LED Lighting (interior) | | \$ _____ | \$ _____ |
| <input type="checkbox"/> Insulation | | \$ _____ | \$ _____ |
| <input type="checkbox"/> Programmable Thermostats | | \$ _____ | \$ _____ |
| <input type="checkbox"/> Solar Panels and Systems | | \$ _____ | \$ _____ |

TOTAL: \$ 5,000

39,200
\$ 39,200

Applicant Initials SA

Pa

What type of **Small Grant** is needed?

| | Hours (up to 30 total) | LURA Funds Requested | Applicant Funds Committed |
|---|---------------------------|-------------------------|------------------------------|
| <input type="checkbox"/> Technical Assistance | | | |
| <input type="checkbox"/> Architectural/Design Fees | _____ | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Landscape/Hardscape Design Fees | _____ | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Feasibility Study Fees | _____ | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Building Permit Fees | _____ | \$_____.____ | \$_____.____ |
| <input checked="" type="checkbox"/> Facade Grant | | | |
| <input type="checkbox"/> Water Cleaning | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Prepping and Painting | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Window Replacement/Repair | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Door Replacement/Repair | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Entry Foyer Repairs | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Exterior Lighting | | \$_____.____ | \$_____.____ |
| <input checked="" type="checkbox"/> Façade Restoration/Rehabilitation | | \$ <u>9,000</u> .____ | \$ <u>30,000</u> .____ |
| <input type="checkbox"/> Landscape/Hardscape Improvements | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Signage and Awning Grant | | | |
| <input type="checkbox"/> Signage | | \$_____.____ | \$_____.____ |
| <input type="checkbox"/> Awning | | \$_____.____ | \$_____.____ |
| TOTAL: | | \$ <u>9,000</u> .____ | \$ <u>30,000</u> .____ |

Applicant Initials DA

Page 15

What type of **Large Grant** is needed?

LURA Funds

Applicant Funds

Requested

Committed

| | MCA | LURA Funds Requested | Applicant Funds Committed |
|--|----------------|-------------------------|------------------------------|
| <input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight | 7-15-4288(2) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Sidewalks, Curbs, Gutters | 7-15-4288(2) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Public Utilities | | | |
| <input type="checkbox"/> Water, Wastewater, Storm Water | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Intersection Signals & HAWK Crossing | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Street & Alley Surface Improvements | 7-15-4288(n4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Crosswalks | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Green Space & Water Ways | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Improvement of Pedestrian Areas | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Historical Restorations | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Off Street Parking for Public Use | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Bridges & Walkways | 7-15-4288(4) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Pollution Reduction | 7-15-4288(12) | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Structural Repair | | | |
| <input type="checkbox"/> Flooring | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Walls (interior) | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Roof, Ceiling | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Energy Efficiency Improvements | | | |
| <input type="checkbox"/> LED Lighting (interior) | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Insulation | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Programmable Thermostats | | \$____.____.____ | \$____.____.____ |
| <input type="checkbox"/> Solar Panels and Systems | | \$____.____.____ | \$____.____.____ |

TOTAL: \$____.____.____ \$____.____.____

Application Checklist

- ☐ Application
- ☐ Copy of Laurel Business License
- ☐ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☐ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☐ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☐ Photos (Before and After)
- ☐ Project Description
- ☐ Project Time Line

Submission of a W9 is required prior to reimbursement of grant funds

Applicant Initials DA

Page 5

Before pics of sidewalk:



In addition to the sidewalk, this pic also has a good view of the separation of the brick between the windows.



Top of the wall that collapsed last year:

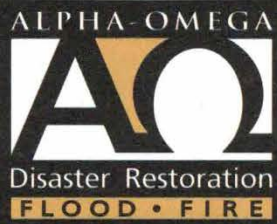


Top of the wall repaired, which is what was paid for on the receipt I sent:



Seam between main building and garage repaired:





7069 Niehenke Ave.
Billings, MT 59101

Phone: 406/628-0178
Fax: 866/448-4730

Invoice

| Bill To |
|---|
| David & Leslie Atkins 7 3rd Ave. Laurel, MT 59044 |

| Invoice # |
|-----------|
| 6035 |

| Date |
|------------|
| 11/11/2020 |

| Terms |
|------------------|
| Due Upon Receipt |

| Description | Amount Due |
|---|--------------------|
| Job Site Description: 221 West Main Laurel, MT 59044 Project Manager: Ben Mitchell | |
| Reconstruction Services (see attached signed contract) | 97,500.00 |
| Reconstruction Services Credit (see attached schedule of values) | -12,504.00 |
| Reconstruction Services Down Payment received 3/10/20 (check #0675) | -2,500.00 |
| Reconstruction Services Payment received 6/8/20 (check #34601) | -10,000.00 |
| Reconstruction Services Payment received 9/18/20 (check #37927) | -30,528.20 |
| | |
| Amount Due | \$41,967.80 |

Thank you for your business.

File Attachments for Item:

18. Draft Council Agenda of May 25, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, MAY 25, 2021
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

Correspondence

1. Beartooth RC&D May 2021 Correspondence
2. Reappointment Letter for Ron Benner to the City-County Planning Board.

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.*

3. Claims entered through May 21, 2021.
4. Approval of Payroll for PPE 5/16/2021 totaling \$_____.

Ceremonial Calendar

Reports of Boards and Commissions

5. Budget/Finance Committee Minutes of April 27, 2021.
6. Budget/Finance Committee Minutes of May 11, 2021.
7. Library Board Minutes of March 9, 2021.
8. Library Board Minutes of April 13, 2021.
9. Park Board Minutes of May 6, 2021.
10. Public Works Committee Minutes of April 19, 2021.

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

11. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-09138.
12. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-03048R.
13. Resolution - Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Sewer Fund To Prepay And Retire DNRC Loan SRF-10234.
14. Resolution - A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
15. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 8 Relating To Fire Protection.
16. Resolution - A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 5, Said Agreements Relating To Fire Protection
17. Resolution - A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
18. Resolution - A Resolution Approving Agreements Between The City Of Laurel And The Laurel Urban Fire Service Area ("LUFSA") Said Agreements Relating To Fire Protection
19. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For The Supply And Installation Of Asphalt For A City Project.
20. Resolution - Resolution Awarding Western Municipal Construction The Contract For The City Of Laurel's 5th Avenue Waterline Re-Route Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.
21. Resolution - A Resolution Of The City Council Authorizing The Mayor And City Clerk To Sign A Memorandum Of Understanding With Yellowstone County To Share Project Costs For City/County Streets And Roads.
22. Resolution - Resolution Awarding Cop Construction The Contract For The City Of Laurel's Yellowstone River Water Crossing Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.
23. 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 H2s Remediation Improvements Project.
24. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The City Capital Improvements Plan (CIP).
25. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Canyon Electric For Electrical Work For The City's Building Commonly Known As "Jaycee Hall" Located In Riverside Park.
26. Resolution - A Resolution Of The City Council Authorizing The Release Of Funds From The Tax Increment Financing District Fund For Façade Improvements And Building Repairs For The Property Located At 221 West Main, Laurel Montana.

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