



**REVISED - AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, APRIL 28, 2020  
6:30 PM  
CITY COUNCIL CHAMBERS**

NEXT RES. NO.  
R20-21

NEXT ORD. NO.  
O20-02

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes 4.28.2020

**Correspondence**

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

2. Public Hearing - MEPA Exclusions

**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. Approval of Workshop Minutes of April 7, 2020.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

4. Budget/Finance Committee Minutes of March 24, 2020

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

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

**Scheduled Matters**

5. Appointment of Joshua McFarland to the Laurel Police Department.

- [6.](#) Resolution No. R20-21: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With The Billings Family YMCA For The Operation And Management Of The City Of Laurel Municipal Pool.
- [7.](#) Resolution No. R20-22: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract Between The City Of Laurel, State Of Montana, And Montana Rail Link Inc. For Construction Work On A Railroad Crossing Located Within The City Of Laurel.
- [8.](#) Resolution No. R20-23: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Messy Jessie's Cleaning Service For Cleaning Services For City Hall.
- [9.](#) Resolution No. R20-24: A Resolution Of The City Council Determining The City's Proposed Riverside Park Project Submitted To Montana's Department Of Commerce Is Appropriately Qualified As A Categorical Exclusion From The Montana Environmental Policy Act.

## **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**

**Item Attachment Documents:**

1. Approval of Minutes 4.28.2020

# MINUTES OF THE CITY COUNCIL OF LAUREL

APRIL 14, 2020

A regular meeting of the City Council of the City of Laurel, Montana, was held in the virtually via Zoom and called to order by Mayor Tom Nelson at 6:30 p.m. on April 14, 2020.

COUNCIL MEMBERS PRESENT:	Emelie Eaton	Heidi Sparks
	Bruce McGee	Richard Herr
	Scot Stokes	Irv Wilke
	Richard Klose	Don Nelson

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Nick Altonaga, Planning Director

Mayor Nelson led the Pledge of Allegiance to the American flag.

Mayor Nelson asked the council to observe a moment of silence.

## MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of March 24, 2020, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

## CORRESPONDENCE:

- Resignation of Tony Krumheuer from the Police Commission.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

## PUBLIC HEARING:

- Vacating The Alley Located Between Lots 14-18 Of Block 4 Of Hageman Subdivision and Lots 1-5 Of Block 4 Of Hageman Subdivision 1<sup>st</sup> Filing Within The City Of Laurel.

Mayor Nelson stated this is the time and place set for the public hearing on the City of Laurel's Vacating The Alley Located Between Lots 14-18 Of Block 4 Of Hageman Subdivision and Lots 1-5 Of Block 4 Of Hageman Subdivision 1<sup>st</sup> Filing Within The City Of Laurel.

Mayor Nelson opened the public hearing.

Mayor Nelson opened the floor for public comment and asked that Staff present the item.

Nick Altonaga, Planning Director, stated that Council has gone over this in the past, of course with the intent and then again last week at the Workshop. This alley vacation runs between the Cenex and Taco Bell up into the property that is currently being developed by Wendy's. It is a big need for them to vacate this because there are a couple of codes that would necessitate curbing and gutter around the boundaries of their lots, which would completely cut off their lots, so this is a necessity. This will allow them to properly move traffic around and things like that. The Public Works Director had made a comment when he submitted his opinions on this matter. That we want to make sure that access is allowed for public and private infrastructure and utilities. The City does not have anything that runs in that alleyway currently. There might be some private utilities. The property owner is aware of that, and it has been mentioned in conversation and communications he has had with them. The Planning Director stated he sees this as a really good thing and makes the lot more cohesive and brings it together to ensure its connectivity. So that it is connected and actually able to be developed on. The City sees this as a good thing to allow that to be built on and a commonsense thing to be done because a lot of those other lots have had similar vacations and abandonments on them. This is continuing that and almost completing the trend.

Council Minutes of April 14, 2020

Mayor Nelson stated that copies of the rules governing the public hearing were posted in the council chambers.

Mayor Nelson asked three times if there were any proponents. There were none.

Mayor Nelson asked three times if there were any opponents. There were none.

Mayor Nelson asked Staff to respond to any relevant questions. There were none.

Mayor Nelson closed the public hearing.

#### CONSENT ITEMS:

- **Claims for the month of March 2020 in the amount of \$\_\_\_\_\_.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 3/22/2020, totaling \$190,913.95.**
- **Approval of Payroll Register for PPE 4/5/2020, totaling \$199,986.56.**
- **Approval of Workshop Minutes of March 3, 2020.**
- **Approval of Workshop Minutes of March 17, 2020.**

The mayor asked if there was any separation of consent items. There was none.

Motion by Council Member McGee to approve the consent items as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Klose, Nelson, Stokes, and McGee all voted aye. Council Member Eaton was disconnected from the meeting. Motion carried 7-0.

Upon Council Member Eaton's reentry into the meeting, she clarified that she needed to remove the Claims and both Payroll items from the Consent Agenda as the Budget/Finance Committee did not meet tonight. Both items will be on next week's Consent Agenda.

Motion by Council Member Eaton to approve the consent items as amended, seconded by Council Member Herr. There was no public comment or council discussion. A roll call vote was taken on the motion to approve the consent items as amended. Council Members Sparks, Herr, Wilke, Klose, Nelson, Stokes, McGee, and Eaton all voted aye. Motion carried 8-0.

**CEREMONIAL CALENDAR:** None.

#### REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee minutes of March 24, 2020.
- Park Board minutes of February 6, 2020.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):** None.

#### SCHEDULED MATTERS:

- **Resolution No. R20-19: A Resolution Of The City Council Vacating The Alley Located Between Lots 14-18 Of Block 4 Of Hageman Subdivision And Lots 1-5 Of Block 4 Of Hageman Subdivision 1<sup>st</sup> Filing Within the City Of Laurel.**

Motion by Council Member Sparks to approve Resolution No. R20-19, seconded by Council Member Wilke. There was no public comment.

It was questioned if this alley vacation would have any negative implications. It was clarified that it would not.

A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Klose, Nelson, Stokes, McGee, and Eaton all aye. Motion carried 8-0.

- **Resolution No. R20-20: A Resolution Approving A Task Order Between The City Of Laurel And The Department Of justice Natural Resource Damage Program ("NRDP") For construction Of A Campground At Riverside Park.**

Motion by Council Member Klose to approve Resolution No. R20-20, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. Council Members Sparks, Herr, Wilke, Klose, Nelson, Stokes, McGee, and Eaton all aye. Motion carried 8-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:**

Claims and both Payroll items were removed from the Consent Agenda because Budget/Finance did not meet this evening. All three items will be on the next Consent Agenda.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

The Senior Center is going to serve Meals on Wheels two days a week with frozen meals. Contact the Senior Center (628-7571) or Council Member Klose (671-1814) for more information.

The National Cemetery is going to continue doing interments. Anyone in attendance must stay in their vehicles starting tomorrow.

It was questioned if there can be a discussion about when Boards/Committees/Commissions will begin meeting again. Mayor Nelson stated that any Board/Commission/Committee could contact him if they have urgent business to discuss. They can do a Zoom meeting if need be. They would need to contact him to discuss the need to meet.

Council thanked City Employees for keeping life moving as normal as possible. There have not been any disruptions in City services. Thank you.

**MAYOR UPDATES:**

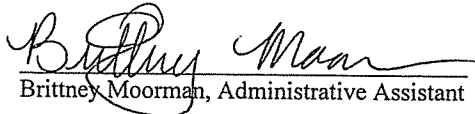
Mayor Nelson stated that we would get better at streamlining technology as we use this process more. This is how the Council will meet until further direction from the State regarding social distancing. It does not look like we will go back to normal any time soon. There are a lot of Cities and Towns struggling with going virtual as well.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member Herr to adjourn the council meeting, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:02 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 28<sup>th</sup> day of April 2020.

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

Attest:

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

**Item Attachment Documents:**

4. Budget/Finance Committee Minutes of March 24, 2020

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, March 24, 2020**

**Members Present:   Emelie Eaton**

# Richard Klose

**Others Present: Mayor Nelson**

# Bethany Langve

The Meeting was called to order by Chair Eaton at 5:36 pm.

**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.

## General Items

- Review and approve the minutes of the March 10, 2020 meeting. Richard Klose made a motion to approve the minutes of the March 10, 2020 Budget and Finance Committee meeting. Mayor Nelson seconded the motion to approve the March 10, 2020 Budget and Finance Committee meeting minutes, all in favor, motion passed.
- Review and approve purchase requisition - None
- Review and recommend approval to Council Claims entered through 03/20/2020. Emelie Eaton reviewed the Claims Detail report and the Check Register for accuracy. Emelie Eaton made a motion to recommend approval to Council the claims entered through 03/20/2020, Richard Klose seconded the motion, all in favor, motion passed.
- Review and approve Payroll Register for pay period ending 03/08/2020 totaling \$197,988.08. The two-page summary was reviewed, signed and dated. Richard Klose made a motion to approve the payroll register for pay period ending 03/08/2020 totaling \$197,988.08. Emelie Eaton seconded the motion, all in favor, motion passed.

## New Business

- The future Budget and Finance meetings will be either postponed or held via Zoom. If the meetings are held in person, we will adhere to the 6ft social distancing rule. The meetings will also be moved to 5pm on Tuesday temporarily. The Mayor spoke about the Financial Continuity Plan that would be voted on at tonight's Council Meeting. He stated that this plan was to make sure that claims and payroll were taken care of. The Mayor briefly went through the plan and ensured that Committee that all actions taken under the plan would be retroactively approved by the Budget and Finance Committee once the Committee met again in person. The Committee approved of the plan.

### Old Business – None

## Other Items

- Review the Comp/Overtime Report for pay period ending 03/08/2020. The reports were not attached to the packet and the Clerk Treasurer requested that they be added to the next Budget and Finance meeting. The Committee agreed to this request.
- The Clerk/Treasurer stated that the Fiscal Year 2019 audit completion had begun virtually. The final components were the Ambulance Department balancing and the Fire District #7 revenue.



- The Mayor stated that he had requested a proposal for updating the sound system in the Council Chambers. He had received one proposal and briefly went over that proposal with the Committee. He explained the microphones currently being used are designed for loud sound for a stage and therefore they pick up every sound. He explained there are different options for mics and he briefly went over those options.

**Announcements –**

- The next Budget and Finance Meeting will be held on Tuesday April 14, 2020 at 5:00pm
- Emelie Eaton will be reviewing claims for the next meeting

Respectfully submitted,

Bethany Langve  
Clerk/Treasurer

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

**Item Attachment Documents:**

5. Appointment of Joshua McFarland to the Laurel Police Department.



# Laurel Police Department

215 W. 1<sup>st</sup> Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

**Chief of Police Stanley J Langve**

March 24th, 2020

TO: Mayor Tom Nelson

Re: Conditional job offer / Patrolman

On January 17<sup>th</sup>, 2020 a vacancy was created at the Laurel Police Department with the resignation of an Officer. On January the 21<sup>st</sup>, 2020 I posted the vacant position internally. I received no bids for the position. I sent invitations to apply for individuals listed on the Montana Law Enforcement testing Consortium who had expressed interest in working for the Laurel Police Department. I then advertised the position to Montana law enforcement agencies, inviting P.O.S.T. certified officers to apply. I received 14 completed applications.

On March 17<sup>th</sup> the Laurel Police Commission and members of the Laurel Police Department conducted 11 interviews and Bpad exercises. Based upon the cumulative interview and Bpad scores, Joshua McFarland distinguished himself as an excellent candidate for the Laurel Police Department. Joshua has demonstrated his commitment to service through his enlistment with the United States Marine Corps, working in the health services field, and his employment as a Detention Officer with the Yellowstone County Sheriffs Department since October of 2018. It is my recommendation that Joshua McFarland be offered a conditional offer of employment with the Laurel Police Department.



Chief Stanley J Langve  
Laurel Montana Police Department  
215 West 1<sup>st</sup> Street  
Laurel, MT 59044  
Office (406) 628-8737

**Item Attachment Documents:**

6. Resolution No. R20-21: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With The Billings Family YMCA For The Operation And Management Of The City Of Laurel Municipal Pool.

**RESOLUTION NO. R20-21**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH THE BILLINGS FAMILY YMCA FOR THE OPERATION  
AND MANAGEMENT OF THE CITY OF LAUREL MUNICIPAL POOL.**

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

Section 1: Approval. The Contract between the City of Laurel and the YMCA for the operation and management of the Laurel City Pool, a copy attached hereto, is hereby approved.

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

Introduced at a regular meeting of the City Council on April 28, 2020, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 28<sup>th</sup> day of April 2020.

APPROVED by the Mayor this 28<sup>th</sup> day of April 2020.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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



April 17, 2020

TO: City of Laurel

RE: Proposal for Operation and Management of City of Laurel Municipal Pool

The Billings Family YMCA is proposing to provide operational management for the City of Laurel's municipal pool for the 2020 summer season, beginning June 1, 2020 and ending on August 14, 2020. The YMCA has the ability to offer a variety of aquatic programming to the community of Laurel as well as provide the staff necessary to manage day to day recreational swim opportunities.

YMCA Responsibilities:

The YMCA would develop, publish and implement a schedule of instructional opportunities, and recreational swimming activities that will be available to the community of Laurel. The YMCA is proposing to keep separate and remit all income from recreational, open, swimming to the City of Laurel at a daily rate established by the city. The YMCA would agree to deliver all monies collected to an established drop box at the close of business on a daily basis. The YMCA is also proposing to offer a variety of YMCA programming (see Appendix A) to the community in which any fees collected through a standard reduced rate Off-Site Membership practice, would remain with the YMCA. YMCA programming would be conducted either before or after the established open recreational swimming times.

Open recreational times in general would be conducted, but not limited to, Monday through Friday, 12:00pm to 5:00pm, Saturday and Sunday 1:00pm to 5:00pm. YMCA programming in general will be conducted, but not limited to, before and/or after open recreational swim times. The YMCA reserves the right to conduct programming during the open recreation times as bather load levels and traffic patterns permit.

The YMCA would use the pool during open recreational swim times for YMCA camp activities; however, participants would pay the established daily entrance fee. The YMCA would also agree to schedule these kinds of activities on a limited number of swimmers basis during lower load level and traffic patterns.

The YMCA would provide liability insurance of at least \$2,000,000.00 per occurrence during the term of this agreement. Such insurance would extend to both YMCA Officers and Directors and employees while they are operating and managing the swimming pool. The YMCA would also name the City of Laurel as an Additional Insured on said policy.

The YMCA would provide Workman's Compensation Insurance for all employees involved in the operation of the swimming pool in accordance with the laws of the State of Montana.

All personnel employed by the YMCA to supervise aquatic activities would have the following certifications:

Lifeguards: Current YMCA lifeguard or American Red Cross Lifeguard and BLS (Basic Life Support), First Aid, Oxygen administration, and AED Certified.

Instructors: Currently hold a minimum of one of the following: YMCA Swim Instructor, Principles of YMCA Aquatic Leadership, American Red Cross Water Safety Instructor.

All personnel required for the operation of the swimming pool would be employed by the YMCA.

All YMCA personnel will adhere to established aquatic code of conduct, workplace activity requirements.

YMCA staff would be responsible for conducting and recording water chemistry readings at least 3 times per day, or as necessary to comply with state regulation.

YMCA staff would be responsible for general janitorial maintenance of the deck areas and pool buildings, as well as vacuuming the pool.

YMCA staff would make the decision to operate, or not operate, the swimming pool during periods of inclement weather or during other conditions, which may present a hazard to the swimmers and/or employees. If weather or other conditions dictate closure of the pool, the YMCA would re-open the pool if at least 1 hour remains in the scheduled time.

The YMCA would establish policies regarding safety, security, employee and patron conduct on the premises of the pool, including current YMCA swim testing and age requirement protocol.

#### City of Laurel Responsibilities:

The City of Laurel would be responsible for managing water chemistry, chemical additions to pool, mechanical systems and maintenance of the swimming pool, structure and associated buildings and equipment.

The City of Laurel through the local law enforcement would be responsible for the security and protection of the swimming pool, including YMCA employees and patrons.

The City of Laurel would provide all necessary maintenance, water chemistry and janitorial supplies as well as provide a pool vacuum for Y staff use, for the operation of the pool.

The City of Laurel would provide and maintain necessary ADA Lift equipment.

The City of Laurel would provide wireless internet service to the pool building.

## Management

As compensation for managing and operating the swimming pool, the City would agree to pay the YMCA a seasonal management fee for pool operations beginning June 1, 2020 through August 14, 2020. YMCA staff would need access to the facility several days before and after these dates for preparation, cleaning and equipment logistics. The YMCA proposes a total cost of \$47,100 for the 2020 summer season. The City would agree to remit 2 installments of \$16,500 on or before the 1<sup>st</sup> day of July, the 1<sup>st</sup> day of August and \$14,100 on the 1<sup>st</sup> day of September. Under this proposal, the pool would be open to the community for recreational, open swim, a maximum of 33 hours per week. The YMCA will offer aquatic programming including, but not limited to, swim lessons and lap swimming depending on community interest, either before or after the established recreational hours of 12 to 5pm Monday-Friday and 1-5pm Saturday and Sunday. The YMCA will exclude the July 4<sup>th</sup> Holiday from operation.

The YMCA and the City of Laurel would agree to meet on a regular basis, at least monthly, and additionally as the need arises, to discuss operational needs and patron feedback.

The YMCA Pool Manager, Aquatic Director, COO, CEO, in succession, will field patron feedback issues as necessary for resolution. The YMCA and the City of Laurel would agree to communicate any feedback either receives.

The YMCA's area of responsibility would be limited to the fenced pool area. The scope of general liability responsibility of the YMCA will begin when patrons enter the fenced pool area and ceases upon leaving the fenced pool area.

## COVID 19

It is understood with the onset of COVID 19 and the limitations it presents, that the YMCA will only expect to operate the pool as allowed by government entities and would charge the City of Laurel on a prorated weekly basis only, once open. It is also understood that the YMCA's ability to hire and train qualified staff may be affected by COVID 19 and may produce delays in opening the pool. The YMCA will work to the best of its ability to staff the pool to the earliest convenience of both parties would charge the City of Laurel on the same prorated basis. If the COVID 19 situation creates an impossibility for either party to perform under this Agreement, the party shall notify the other party of such impossibility and the Agreement shall immediately terminate. Both parties shall be released from any further duty or responsibility under the Agreement.

Billings Family YMCA

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Date \_\_\_\_\_

City of Laurel

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Date \_\_\_\_\_



## Appendix A Program Description

### Swim Lessons

The YMCA Swim Lessons program helps participants develop a solid foundation of basic aquatic skills, helping them develop a lifelong appreciation for aquatic activities, including swimming and introducing them to a variety of aquatic sports, as well as water safety and lifeguarding.

The Swim Lessons Program begins at 3 years of age and is divided into several levels per age group:

- Level 1. Water Acclimation
- Level 2. Water Movement
- Level 3. Water Stamina
- Level 4. Stroke Introduction

Private lessons available

At each level, participants are involved in activities relating to six components:

1. Personal safety
2. Personal growth
3. Forward Motion
4. Water games and sports
5. Rescue
6. Core Values (Honesty, Caring, Respect, Responsibility)

### Lap Swim

Lap swimming remains one the most beneficial fitness activities that can be enjoyed at any age, or as part of any physical fitness routine.

## Appendix B YMCA Pricing

The YMCA employs a pricing structure for programs that rewards membership to the YMCA by means of financial savings. The YMCA has a scholarship process available to anyone so that no one is turned away due to inability to pay. The YMCA has 3 categories of program registration based on membership type.

**YMCA Member-** Being a YMCA member offers many benefits for the entire family including access to all the services and amenities at the YMCA facility in Billings. It also offers the most economical pricing on all fee based programs. There are many non-fee based services and activities that go with membership, including free child watch, unlimited access to **over100** group exercise classes per week, both land and water, and access to open gym time and swimming activities.

**Off-Site Member-** Becoming a YMCA Off-Site member is an option for people who live outside the city of Billings to realize a financial savings on various programming offered throughout Yellowstone County. This type of membership does not allow access to the YMCA facility in Billings. This type of membership requires an annual \$55 fee, which then allows registration for any YMCA programs under the Off-Site member category where applicable.

**Non-member -** We encourage everyone, regardless of membership, to take advantage of the many opportunities and activities available through YMCA programming.

### Laurel Aquatics Program Pricing

Swim Lessons are 2 weeks per session, M-Th)

Member	\$52
Off-Site Member	\$64
Non-Member	\$104

Lap Swimming, available on daily fee, punch card basis.

YMCA programming is subject to minimum participation number system.

**Item Attachment Documents:**

7. Resolution No. R20-22: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract Between The City Of Laurel, State Of Montana, And Montana Rail Link Inc. For Construction Work On A Railroad Crossing Located Within The City Of Laurel.

**RESOLUTION NO. R20-22**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT BETWEEN THE CITY OF LAUREL, STATE OF MONTANA,  
AND MONTANA RAIL LINK INC. FOR CONSTRUCTION WORK ON A RAILROAD  
CROSSING LOCATED WITHIN THE CITY OF LAUREL.**

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

Section 1: Approval. The Contract between the City of Laurel, State of Montana Department of Transportation, and Montana Rail Link Inc. for work on the railroad crossing described within the Contract. A copy of the Contract is attached hereto and is hereby approved.

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

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

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this \_\_\_\_ day of \_\_\_\_\_.

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

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

**GRADE CROSSING SIGNALS AND SURFACE  
TRI-PARTY AGREEMENT  
RRXING-5TH AVE-LAUREL  
RRP-RRS 6999(12), [9768]  
LAUREL, MONTANA**

LS – Jones Junction to West Laurel  
SUB. 1st

RR Milepost 15.470  
U.S. DOT 104 007M

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the State of Montana, acting through its Department of Transportation, hereinafter called "STATE", City of Laurel, a Municipal Corporation of the State of Montana, herein represented and acting through its City council, hereinafter called the "CITY", and Montana Rail Link Inc., a Montana Corporation, hereinafter called the "RAILROAD";

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the STATE is undertaking a project RRP-RRS 6999(12), [9768], to upgrade the existing at-grade crossing signals and activation equipment and improved crossing surfaces as shown in the scope of work. This project is located at crossing U.S. DOT 104 007M as indicated on Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, Mont. Admin. R. § 18.6.311 provides that CITY will own the railroad signal;

WHEREAS, it is established by 23 CFR § 646.210 that the RAILROAD will receive no ascertainable benefit from the installation of the crossing signal equipment;

WHEREAS, the STATE will pay **80 percent** and **RAILROAD will pay 20 percent** of the acquisition and installation of crossing signal equipment.

WHEREAS, **STATE will pay 100 percent** of all materials necessary for the installation of the improved crossing surfaces using the approved lumps sum cost of materials based on the installed length of the improved crossing surfaces.

WHEREAS, utilizing STATE and Federal Section 130 funds, the STATE will reimburse RAILROAD actual cost of labor and material with STATE and federal funds for signal installation and lump sum cost of materials for the improved crossing surfaces based on the installed length of the improved crossing surfaces.

WHEREAS, the RAILROAD consents to acquire and install the crossing signal equipment and improved crossing surfaces as shown in the scope of work, and upon the terms and conditions herein stated

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**I  
SCOPE OF WORK**

**A. SIGNAL WORK**

RAILROAD will provide:

1. Engineering and acquisition of material for signal work.

2. Installation of constant warning time circuitry.
3. Total replacement of existing system with new mast mounted 12-inch LED flashing lights and gates in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
4. Installation of new signal bungalow a minimum of 30 feet from shoulder of roadway in accordance to the MUTCD.

**B. IMPROVED CROSSING SURFACE MATERIALS**

1. RAILROAD will provide crossing surface materials including any necessary upgrades to the track structure to accommodate three (3) approximately seventy-three and 1/8th (73.125')-foot long improved crossing surfaces in accordance with RAILROAD's recommended installation practices.
2. STATE will reimburse RAILROAD based on actual length of surface installed at a rate of \$461 per foot of concrete surface.
3. RAILROAD will notify CITY and STATE not less than ten (10) working days prior to starting crossing surface work.

**C. NON-PROJECT FUNDED RAILROAD WORK**

RAILROAD will, at no cost to STATE or CITY:

1. Provide all labor and equipment necessary for the installation of the improved crossing surface material including any labor and equipment to upgrade the track to accommodate the improved crossing surfaces.
2. Provide railroad flagging deemed necessary for the installation of the improved crossing surface.
3. Provide qualified railroad flagging for asphalt roadway repairs and concrete sidewalk and curb & gutter repairs

**D. NON-PROJECT FUNDED CITY WORK**

CITY will:

1. At its own cost and expense provide all barricades, lights, roadway flagmen or traffic control devices necessary for not more than three (3) days during the construction of the crossing involved. All parties agree the roadway through the crossings will be closed to vehicular traffic during the installation of the crossings.
2. Maintain any temporary roadway surface between the new improved surfaces and the asphalt saw cuts on the existing roadway.
3. Asphalt patch roadway (including between tracks) and pour new sidewalks and curb & gutters to match new improved crossing surfaces. CITY will utilize full depth expansion materials between all new concrete at sidewalks and curb & gutters and the improved (concrete) crossing surfaces.
4. Ensure highway-rail grade crossing advance warning signs and if applicable, pavement markings are in place.

**II  
MUTCD**

The crossing signal equipment will be installed at the railroad grade crossing shown on Exhibit "A" attached, in accordance with the Manual on Uniform Traffic Control Devices and in accordance with plans and estimates prepared by the RAILROAD and approved by the STATE and Federal Highway Administration.

### **III COSTS PAID BY STATE**

Eighty percent (80%) of the cost of engineering, materials, and labor to install the crossing signal equipment and one hundred percent (100%) for improved crossing surface materials using the approved lumps sum cost of materials based on the installed length of the improved crossing surfaces will be paid by the STATE, as provided in 23 Code of Federal Regulations, including but not limited to Parts 1, 140 (subpart I), 172, 646, hereafter referred to as "23 CFR", which is hereby incorporated into and made part of this agreement by reference.

### **IV CONTRACTORS**

RAILROAD may utilize contractors under the procedure found in 23 CFR 646.216 for engineering, procuring materials, and installing the signal system. Costs billed by contractor(s) will be in accordance with contract bid. Contract language between RAILROAD and contractor will reference 23 Code of Federal Regulations, including but not limited to parts 1,140 (subpart I) 172, 646, and 48 Code of Federal Regulations, including but not limited to Chapter 1, Part 31. All work will be in accordance with State and Federal laws and as described herein.

The RAILROAD may use its own forces, and under its own labor agreements, to install the crossing signal equipment. The RAILROAD will furnish all materials from its store stock or by purchase in accordance with the provisions of 23 CFR.

### **V PE COSTS**

The STATE will pay a \$1,414.00 lump sum payment for preliminary engineering costs to be included in the first bill submitted by the RAILROAD. Preliminary engineering includes all costs incurred for developing this agreement.

### **VI ESTIMATE**

The RAILROAD will provide a detailed estimate of RAILROAD engineering, contractor engineering, labor and material costs required for this project. The estimate will be titled Exhibit "B", attached hereto and by this reference made part hereof. If electrical service is required from a public utility, the RAILROAD will provide an estimated installation cost in Exhibit "B".

The STATE will pay actual cost for any RAILROAD engineering, labor, materials and third party charges for the installation of electrical service.

## **VII SALVAGE VALUE**

The RAILROAD has reviewed and inspected the materials in the field prior to signing this agreement. The salvage value of the materials, if any, will be credited to the project cost by the RAILROAD and is shown on Exhibit "B". The RAILROAD will dispose of all scrap from the railroad's work covered in this agreement at STATE expense, except scrap from the installation of the improved crossing surface will be done at RAILROAD expense.

## **VIII RR BILLING TO STATE**

The RAILROAD may submit progress bills to the STATE during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. Actual cost reimbursement will be in accordance with the provisions of 23 CFR.

It is further agreed that the RAILROAD will make every effort to finalize and complete billing of all incurred costs no later than six (6) months after installation. All cost records of the RAILROAD and its contractor and subcontractor pertaining to this project will be subject to inspection and audit at any time by representatives of the STATE, including the legislative auditor and fiscal analyst, and the Federal Highway Administration. All such records will be retained for a period of not less than three (3) years from the date of final payment.

## **IX OPERATION AND MAINTENANCE**

Upon completion of the installation of the crossing signal equipment, the RAILROAD, at its expense, will operate and maintain the crossing signal equipment in a proper condition; provided, however, in the event of passage of law by the State of Montana or other governmental authority providing for the apportionment of cost of maintenance of grade crossing signals, the RAILROAD will have the benefit of such law.

Upon completion of the installation of the crossing surfaces, future repair and maintenance of the supporting tracks and improved crossing (concrete) surfaces will be performed by the RAILROAD at its expense to the extent mandated by the laws and administrative rules of the State of Montana. The RAILROAD and the CITY shall be entitled to receive any contribution toward the cost of such maintenance and repair as may be now or hereafter made available by reason of any law, regulation, order, grant or by other means or sources.

## **X SIGNAL OWNERSHIP**

Pursuant to Mont. Admin. R. § 18.6.311(1), the CITY will own the railroad signal. If the grade crossing is abandoned, or if for any reason the signals are no longer required at this location, the RAILROAD and CITY will determine if the signals are to be installed at another location or used for replacement parts.

## **XI FUTURE IMPROVEMENT PROJECT**



If a railway or a highway improvement project necessitates a rearrangement, relocation, or alteration of the signals at this crossing, the party whose improvement causes such change will pay the cost thereof.

## **XII NONDISCRIMINATION**

If the RAILROAD, with STATE approval, enters into a contract or agreement with a contractor to perform any of the work which the RAILROAD is required to perform under the terms of this agreement, the RAILROAD, for itself, its assigns, and successors in interest, agrees that it will not discriminate in the choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "C" attached hereto and made a part hereof, in any such contract or agreement.

Whoever performs the work described in paragraph IV, above, whether it is the stated contractor, a different contractor, or the RAILROAD, must comply with the Federal and State requirements of Exhibit "C".

## **XIII BUY AMERICAN**

Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). Buy America Certification must be provided to the State prior to commencement of work.

## **XIV SIGNAL DAMAGE**

In the event that the signal equipment is damaged the RAILROAD'S Chief Engineer or his/her designee will notify the county or city law enforcement within two (2) working days from the date which such damage occurred.

Pursuant to Mont. Admin. R. § 18.6.311(3), the CITY will pay for the repair or replacement cost (damage maintenance cost) of the signal and activation equipment in the event of damage and the responsible party for the damage cannot be identified or will not pay.

## **XV REPLACEMENT**

If any of the crossing signal equipment installed pursuant to this agreement cannot, through age, be maintained, or by virtue of their obsolescence require replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable STATE signal warrants at the time of replacement.

## **XVI ADVANCE WARNING SIGNS & MARKINGS**

The CITY will have in place highway-rail grade crossing advance warning signs, and, if applicable, grade crossing pavement markings in accordance with the Manual on Uniform Traffic Control Devices at this crossing. See Exhibit "D" attached hereto and by this reference made part hereof, for partial details.

The CITY assumes full responsibility for the maintenance of highway-rail grade crossing advanced warning signs and grade crossing pavement markings placed on CITY road, and agrees to hold harmless and indemnify the STATE and RAILROAD for any claim, (including attorney's fees), damages of loss, in whole or in part, caused by or due to the failure to maintain the highway-rail grade crossing advance warning signs, and, if applicable, grade crossing pavement markings.

## **XVII STATE ADMINISTER PROJECT**

In addition to the terms herein set forth, the STATE agrees to administer the project with respect to the inspection and acceptance. The STATE's obligation will end upon acceptance of the completed said project and reimbursements to the RAILROAD.

## **XVIII SUPERSEDED AGREEMENT**

This agreement supersedes agreement RRP 56(17), dated October 11, 1988 and makes agreement RRP 46(17) null and void.

This agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

APPROVED FOR LEGAL CONTENT	
<i>Carol Helton</i>	<i>3/26/20</i>
Signature	Date

CIVIL RIGHTS APPROVAL	
<i>Pat Schwundin</i>	<i>3.30.20</i>
Signature	Date

### **STATE OF MONTANA DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Dustin Rouse, P.E.  
Preconstruction Engineer

### **MONTANA RAIL LINK INC.**

BY: \_\_\_\_\_  
Heather Mattson  
VP Finance and Accounting

**CITY OF LAUREL**

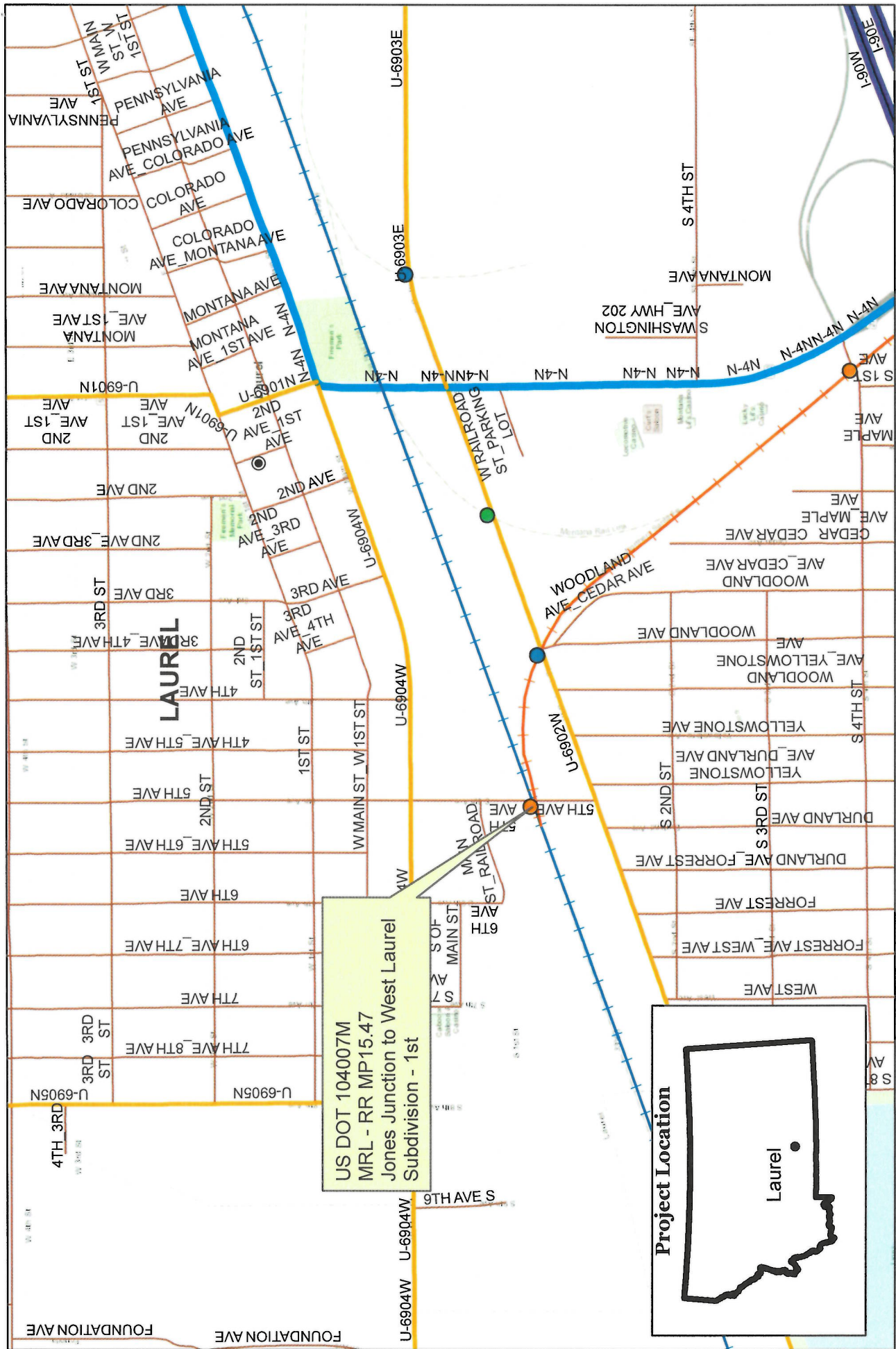
ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_

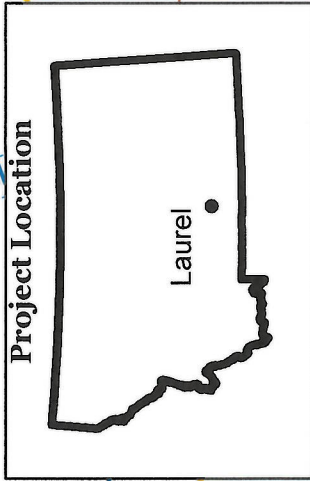
TITLE: \_\_\_\_\_

**EXHIBIT “A”**  
**Project Location Map**

YELLOWSTONE COUNTY, MONTANA



US DOT 104007M  
MRL - RR MP15.47  
Jones Junction to West Laurel  
Subdivision - 1st



# **EXHIBIT “B”**

## **Railroad Estimate**

**EXHIBIT “C”**

**Nondiscrimination and Disability  
Accommodation Notice**

## MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

### Federal protected classes

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

### State protected classes

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

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

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

**(2) Non-discrimination:**

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



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

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

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

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

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

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

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

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

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

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

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

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

*State*

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

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

**EXHIBIT “D”**  
**MUTCD**

Figure 8B-6. Example of Placement of Warning Signs and Pavement Markings at Grade Crossings

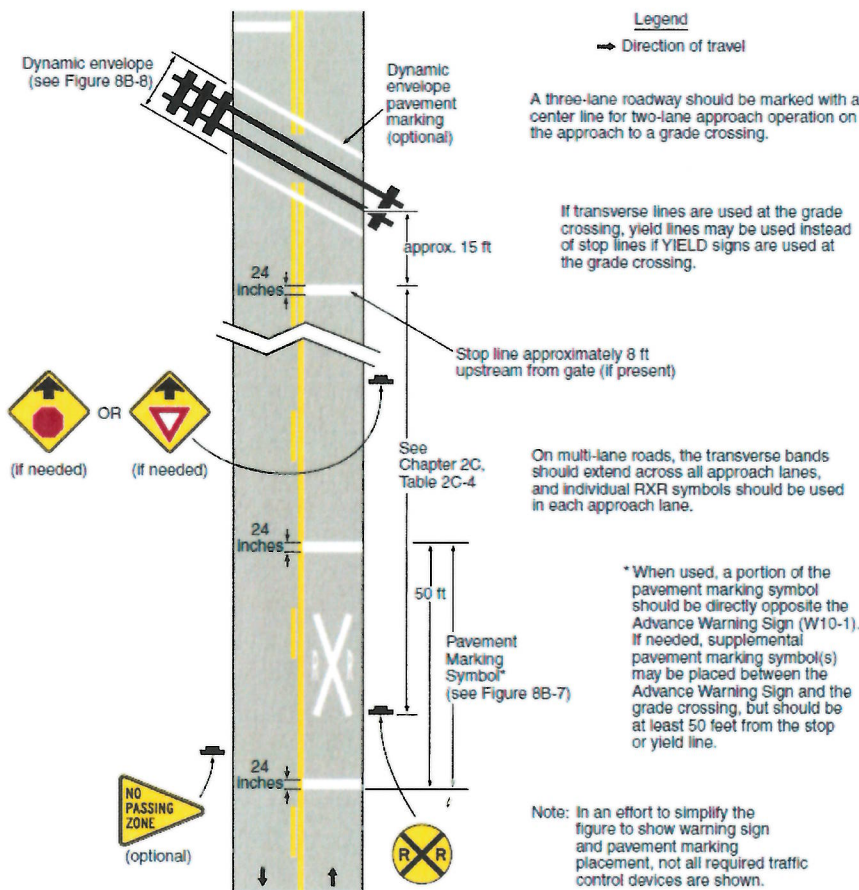
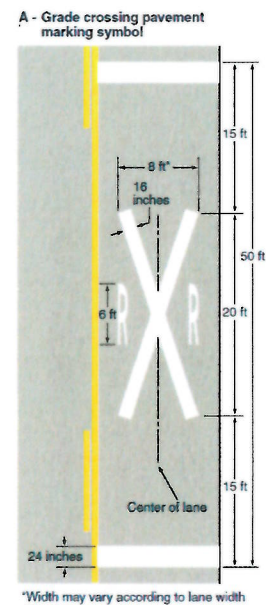


Figure 8B-7. Grade Crossing Pavement Markings



For more information

go to website: <http://mutcd.fhwa.dot.gov>

Table 2C-4. Guidelines for Advance Placement of Warning Signs

Posted or 85th-Percentile Speed	Advance Placement Distance <sup>1</sup>								
	Condition A: Speed reduction and lane changing in heavy traffic <sup>2</sup>	Condition B: Deceleration to the listed advisory speed (mph) for the condition							
		0 <sup>3</sup>	10 <sup>4</sup>	20 <sup>4</sup>	30 <sup>4</sup>	40 <sup>4</sup>	50 <sup>4</sup>	60 <sup>4</sup>	70 <sup>4</sup>
20 mph	225 ft	100 ft <sup>6</sup>	N/A <sup>5</sup>	—	—	—	—	—	—
25 mph	325 ft	100 ft <sup>6</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	—	—	—	—	—
30 mph	460 ft	100 ft <sup>6</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	—	—	—	—	—
35 mph	565 ft	100 ft <sup>6</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	—	—	—	—
40 mph	670 ft	125 ft	100 ft <sup>6</sup>	100 ft <sup>6</sup>	N/A <sup>5</sup>	—	—	—	—
45 mph	775 ft	175 ft	125 ft	100 ft <sup>6</sup>	100 ft <sup>6</sup>	N/A <sup>5</sup>	—	—	—
50 mph	885 ft	250 ft	200 ft	175 ft	125 ft	100 ft <sup>6</sup>	—	—	—
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A <sup>5</sup>	—	—
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft <sup>6</sup>	—	—
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft <sup>6</sup>	—
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft	—
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft <sup>6</sup>

<sup>1</sup> The distances are adjusted for a sign legibility distance of 180 feet for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 feet, which is appropriate for an alignment warning symbol sign. For Conditions A and B, warning signs with less than 6-inch legend or more than four words, a minimum of 100 feet should be added to the advance placement distance to provide adequate legibility of the warning sign.

<sup>2</sup> Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PRT of 14.0 to 14.5 seconds for vehicle maneuvers (2005 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 180 feet for the appropriate sign.

<sup>3</sup> Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2005 AASHTO Policy, Exhibit 3-1, Stopping Sight Distance, providing a PRT of 2.5 seconds, a deceleration rate of 11.2 feet/second<sup>2</sup>, minus the sign legibility distance of 180 feet.

<sup>4</sup> Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PRT, a vehicle deceleration rate of 10 feet/second<sup>2</sup>, minus the sign legibility distance of 250 feet.

<sup>5</sup> No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing. An alignment warning sign may be placed anywhere from the point of curvature up to 100 feet in advance of the curve. However, the alignment warning sign should be installed in advance of the curve and at least 100 feet from any other signs.

<sup>6</sup> The minimum advance placement distance is listed as 100 feet to provide adequate spacing between signs.

**Item Attachment Documents:**

8. Resolution No. R20-23: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Messy Jessie's Cleaning Service For Cleaning Services For City Hall.

**RESOLUTION NO. R20-23**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH MESSY JESSIE'S CLEANING SERVICE FOR CLEANING  
SERVICES FOR  
CITY HALL.**

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

Section 1: Approval. The Contract between the City of Laurel and Messy Jessie's Cleaning Service for cleaning services for City Hall, a copy attached hereto, is hereby approved.

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

Introduced at a regular meeting of the City Council on April 28, 2020 by Council Member

\_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 28<sup>th</sup> day of April 2020.

APPROVED by the Mayor this 28<sup>th</sup> day of April 2020.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 28<sup>th</sup> day of April 2020, 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 Messy Jessie’s Cleaning Service, a contractor licensed to conduct business in the State of Montana, whose address is 1805 Sartorie road Billings Montana 59105, 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 attached hereto as Exhibit “A” and by this reference made part of this contract.
- B. Effective Date and Term. This contract is effective upon the date of its execution by both Parties. The term of the contract is six (6) months. The contract shall terminate at the end of the term. The Parties may extend the contract by mutual agreement, through a signed writing
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, applicable industry standards, and Exhibit “A.”

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor three hundred fifty dollars (\$350.00) for the initial deep clean. Thereafter, City shall pay Contractor two hundred fifty dollars (\$250.00) per week not to exceed one thousand dollars (\$1,000.00) per month for the work pursuant to Exhibit A. Any alteration or deviation from the described work that involves extra costs must be performed 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 payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY’S RESPONSIBILITIES**

Upon performance of the contract, inspection 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 shall be usable and of suitable grade for their intended uses.

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

E. Contractor has examined the facilities and/or has made an examination/inspection. 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.

F. 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.

G. 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.

H. 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.

## **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. Contractor shall maintain insurance as provided in Exhibit A.

## **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 28<sup>th</sup> DAY OF APRIL 2020.

CITY OF LAUREL

CONTRACTOR

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Thomas C. Nelson, Mayor

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Messy Jessie's Cleaning Service

ATTEST:

Employer Identification Number

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Bethany Langve, Clerk/Treasurer

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## EXHIBIT A

### Description of Services for City Hall

1. Initial Cleaning. Complete deep clean from the ceilings (lights, fans, vents) down the walls hitting light switches and windows/doors down to the baseboards/floors. Clean and dust everything including pictures, shelves, computers, phones, chairs and anything else that you can see or touch in each office or common area. I will not move, disturb or remove any papers or files on each desk.
2. Routine Cleaning. After the initial cleaning, the building will be cleaned, with trashes emptied and removed, three days per week: Sundays, Tuesdays, and Thursdays as follows:
  - Sunday: Clean, disinfect and dust all conference rooms and general public common areas including deep clean for all bathrooms. (4 hours)
  - Tuesday and Thursday: Clean, disinfect and dust all offices and kitchen areas including a light clean and disinfect for each bathroom. (3 hours per day)
3. Contractor Insurance and Bond: At all times, Contractor shall remain bonded and possess general commercial liability insurance with at least a \$1,000,000 limit.
4. Payment Provision: City shall pay Contractor \$350 for the initial deep cleaning. Thereafter, City shall pay Contractor \$250 per week or \$1000 per month, payable monthly.

#### CONTRACTOR

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Messy Jessie's Cleaning Service  
307-752-2624  
josephjessica363@gmail.com

Employer Identification Number

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**Item Attachment Documents:**

9. Resolution No. R20-24: A Resolution Of The City Council Determining The City's Proposed Riverside Park Project Submitted To Montana's Department Of Commerce Is Appropriately Qualified As A Categorical Exclusion From The Montana Environmental Policy Act.

## **RESOLUTION NO. R20-24**

### **A RESOLUTION OF THE CITY COUNCIL DETERMINING THE CITY'S PROPOSED RIVERSIDE PARK PROJECT SUBMITTED TO MONTANA'S DEPARTMENT OF COMMERCE IS APPROPRIATELY QUALIFIED AS A CATEGORICAL EXCLUSION FROM THE MONTANA ENVIRONMENTAL POLICY ACT.**

WHEREAS, on February 25, 2020, the City Council authorized and approved the submission of an application for financial assistance from the Historic Preservation Grant Program administered through the Montana Department of Commerce for a project constituting the rehabilitation and improvement of historic structures within the City's Riverside Park;

WHEREAS, the City of Laurel submitted the application and supporting documentation to the Historic Preservation Grant Program on February 28, 2020;

WHEREAS, as part of the application process, the City agreed to comply with all State laws and regulations, and the requirements required by the Montana Historic Preservation Grant Program Application Guidelines;

WHEREAS, a requirement of the Historic Preservation Grant Program is to supply either an Environmental Assessment, Environmental Impact Statement (EIS), or official determination finding the Project eligible for a categorical exclusion from the requirements of the Montana Environmental Policy Act;

WHEREAS, the City Council conducted public meetings, publicly reviewed and discussed the possible environmental impacts of the project, and sought public comments regarding the potential impacts of the project;

WHEREAS, there was no substantive public comment received during the council meetings;

WHEREAS, the City has determined that the rehabilitation of the historical buildings and structures within the City's Riverside Park will not significantly affect the quality of the human environment; a significant public controversy does not exist over the project's potential effect on the quality of the human environment; and the project will not affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats;

NOW THEREFORE BE IT RESOLVED, based on the findings included herein, the City Council hereby finds that an Environmental Assessment and Environmental Impact Statement are not necessary for the City's Riverside Park Project; and

BE IT FURTHER RESOLVED, that the City Council for the City of Laurel, Montana, has determined that it is appropriate for the City's Project to be Categorically Excluded from the Montana Environmental Policy Act.

Introduced at a regular meeting of the City Council on April 28, 2020, by Council Member

\_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 28<sup>th</sup> day of April 2020.

APPROVED by the Mayor this 28<sup>th</sup> day of April 2020.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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