



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, APRIL 18, 2023  
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. School Bond Presentation.
2. Motion to allow Council Member Klose to be absent from the City of Laurel for possibly more than ten days. (LMC 2.12.060)
3. Appointment of Fire Chief.
4. Appointment of Steven Hurt to the Cemetery Commission for the remainder of a term ending June 30, 2024.

### **Executive Review**

5. Resolution - Resolution Authorizing The Mayor To Execute Lease Agreements With Laurel Little League And American Legion Baseball Post #123 For Baseball Facilities And Pool Building As Described In The Lease Agreements.
6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Play Space Designs For Phase Two Of The Laurel Splash Park.
7. Resolution- A Resolution Of The City Council Authorizing The Mayor To Approve A Work Change Directive For The Project Known As The WTP Lift Well Replacement.
8. Resolution - A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.
9. Ordinance No. O23-02: An Ordinance Amending Section 2.72.020 (Composition) Of The Laurel Municipal Code Related To Membership In The Laurel City-County Planning Board.

### **Council Issues**

### **Other Items**

### **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:**

1. School Bond Presentation.

## WHAT ARE THE BOND GOALS?

### Bond Goals:

- 1 MODERNIZE LEARNING ENVIRONMENTS:** In the past, Laurel committed to its students by building educational facilities. It's time to recommit to our Laurel students, and address the critical need for replacement and renovation.
- 2 CREATE ADDITIONAL COMMUNITY AMENITIES:** Create additional athletic fields, community parking, improved gymnasiums, and auditoriums for public use.
- 3 REDUCE COSTLY MAINTENANCE ISSUES:** New additions and school buildings are needed to save the school district money in the long run by reducing costly maintenance work.
- 4 IMPROVE CAREER TRAINING OPPORTUNITIES:** A new career training facility is proposed to give Laurel students the skills needed to be successful straight out of high school.
- 5 ENHANCE SECURITY AND SAFETY:** Renovations and updates to existing schools will improve safety and security for students, staff, and the public when utilizing the facilities.
- 6 ADDRESS OVERCROWDING AT SCHOOLS:** Additional classrooms and school buildings will increase capacity, alleviate current overcrowding, and allow for future growth.

### Proposed Plans:

#### Elementary School District Plans



##### Sportsfield at Graff Elementary Site

- F Updated High School Track Events
- G Community Soccer Fields
- H Additional Parking
- I Softball Field



##### Additions and Renovations at West Elementary

- J 2-Story Classroom Wing Addition
- K Renovation of West Elementary
- L New Auxiliary Gymnasium
- M New Parking Lot & Parent Drop-Off



##### New 3-5 Elementary School at Mogan Fields

- N Dedicated Parent Drop-Off
- O New 3-5 Elementary School
- P Redeveloped Soccer Fields

#### High School District Plans



##### Athletic & CTE Additions, and Interior Renovations at the High School

- A Special Education Renovation
- B Admin Office Renovation
- C Athletic Expansion
- D Library Renovation
- E CTE Expansion



##### Relocating the Administration Building

- A Renovated South Elementary
- B Modular classrooms become facility storage
- C Existing sportsfield to remain

To learn more about the planning process and proposed plans, visit:  
[www.lps2023bond.com](http://www.lps2023bond.com)



## Types of Spaces the New Bond Will Create

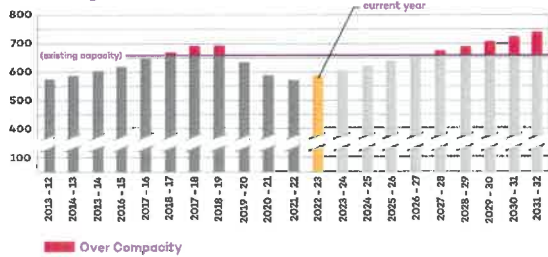


## WHY IS THIS BOND IMPORTANT?

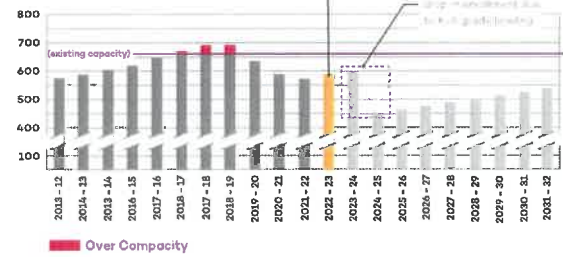
### FACILITIES ARE AT CAPACITY

#### Middle School Capacity

Existing (Without Bond)

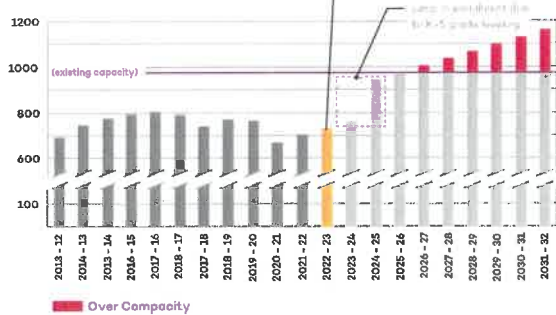


Proposed (With Bond)

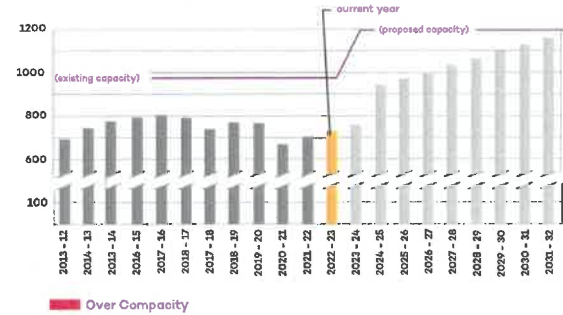


#### Elementary School Capacity

Existing (Without Bond)



Proposed (With Bond)



#### GRAFF ELEMENTARY

Graff Elementary does not have enough classrooms and so exterior modular trailers were placed on site as a temporary solution for overcrowding in the main building. The exterior modulars ultimately pose a security issue, when students must travel between the modulars and the main building throughout the day.



#### SOUTH ELEMENTARY

South Elementary is operating above capacity and so students must travel outside between their modular classroom and the main building to use the bathroom, have lunch, go to the library through the day, even in poor weather conditions.

### BUILDINGS ARE AT THE ENDS OF THEIR LIFE.



#### GRAFF ELEMENTARY

Built in 1951, Graff Elementary is one of the oldest buildings in the district and has reached the end of its life, while costs to maintain the building increase each year.



#### WEST ELEMENTARY

Built in 1955, West Elementary requires significant upgrades to its mechanical systems. Shown here is an example of old & corroded pipes and equipment that require constant repair and replacement, which over time, is a tremendous expense.



#### SOUTH ELEMENTARY

Christmas Day 2022, the pipes in the radiator within the principal office at South Elementary burst, flooding water throughout the halls and into classrooms requiring that the floors be either replaced or refinished. Maintenance issues like these are costly and increase in frequency with the age of the buildings.



#### WEST ELEMENTARY

West, South, and Graff elementary schools have old mechanical systems that are costly to maintain and require significant upgrades. Because mechanical systems are unreliable, students often have to have their coats on during cold days, or strip down layers on warm days, making it difficult for them to concentrate on learning.

### MODERNIZE ACADEMIC & PHYSICAL EDUCATION ENVIRONMENTS. —



#### INDUSTRIAL ARTS/AG-ED BUILDING

Built in 1963, the Industrial Arts/Ag-Ed building at the Laurel High School has been an instrumental facility in providing students with career training opportunities. However, the building is outdated and no longer provides an adequate or modern learning environment.



#### WEST ELEMENTARY

West Elementary lacks a dedicated gymnasium, which means the student Commons & cafeteria space also has to function as the physical activity area.



#### HIGH SCHOOL

Special Education spaces within the high school are lacking in space and amenities. Upgrades to SPED spaces are needed to meet the needs of students.



#### WRESTLING TRAINING

The high school wrestling team has no dedicated wrestling training room, and as a result, must use the high school cafeteria & study hall space, unrolling mats for each practice session. Steel columns at the perimeter of the practice area pose safety concerns, as well as health safety concerns with having physical education spaces in the cafeteria.

# VOTE FOR

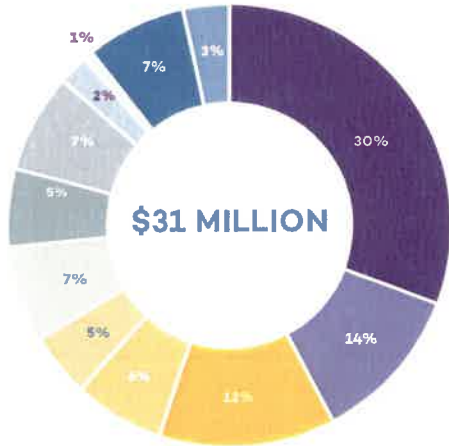


# Laurel Schools Bond

Planning for the Future of Laurel Public Schools

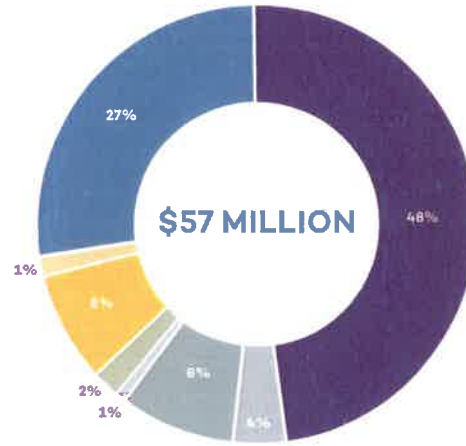
## WHAT ARE THE PROJECT COSTS?

### High School District Cost Breakdown:



- 30 PHYSICAL EDUCATION EXPANSION \$9,205,000**  
Includes an auxiliary gymnasium, locker rooms, health classrooms, and wrestling room
- 14 LIBRARY, SPED, MUSIC, PERFORMING ARTS FCS RENOVATION \$3,445,000**  
Includes addition to the library, additional Special Education classrooms, and FCS.
- 11 CAREER TECHNOLOGY ADDITION \$3,850,000**  
Includes career training and technology classrooms.
- GRAFF FIELDS DEVELOPMENT \$2,100,000**  
Includes parking and adjacent drainage issues.
- 7 CONTINGENCY \$2,154,800**  
Includes construction and off-site infrastructure contingency.
- 7 PROFESSIONAL FEES \$2,205,280**  
Includes architectural, engineering, and consultant professional fees.
- 6 DEFERRED MAINTENANCE BUDGET \$2,056,079**  
Includes funds intended to cover the needs of deferred maintenance.
- 5 SITE IMPROVEMENTS \$1,398,000**  
Includes parking and adjacent drainage issues.
- 5 BUS BARN IMPROVEMENTS \$1,700,000**  
Includes development of new bus barn and pull-through parking.
- 3 BOND COSTS, LEGAL, INSURANCE \$1,005,535**  
Includes all bond costs, legal fees, OCR, utility costs, and insurance.
- 2 FF&E + TECHNOLOGY \$677,185**  
Includes furniture, fixtures, equipment, and technology additions.
- 1 PERMIT, FEES, & TESTING \$203,121**  
Includes furniture, fixtures, equipment, and technology additions.

### Elementary District Cost Breakdown:



- 48 NEW ELEMENTARY (3RD - 5th) \$27,360,000**  
Includes a new 72,000 sf building.
- 27 WEST ELEMENTARY \$15,538,513**  
Includes a renovation to the existing and an addition.
- 8 PROFESSIONAL FEES \$4,826,465**  
Includes architectural, engineering, and consultant professional.
- 6 CONTINGENCY \$4,637,695**  
Includes construction and off-site infrastructure contingency.
- 4 BOND COSTS, LEGAL, INSURANCE \$4,826,465**  
Includes all bond costs, legal fees, OCR, utility costs, and insurance.
- 2 FF&E + TECHNOLOGY \$1,166,873**  
Includes furniture, fixtures, equipment, and technology for all elementary buildings.
- 1 DEMO GRAFF ELEMENTARY \$826,950**  
Demolition of the existing Graff Elementary school to make way for new fields.
- 1 PERMIT, FEES, & TESTING \$454,985**  
Includes construction testing, special inspections, construction commissioning, plan review, and permit fees.

### The Good News

A record low bond market and escalating construction costs are contributing factors that suggest now would be an opportune time to implement this Bond. The District's 2005 Bond will go off the tax rolls in 2025. The proposed new 20-year Bonds would be first added to the tax rolls in 2025 as the older bond levy is coming off the tax roll. The net addition in taxes is shown below in 2025 and thereafter. The total savings for the new Bonds will be the combined total of the 2005 Bond and the net new levy for the new Bonds.

**High School Bond: \$31,000,000**  
**Elementary School Bond: \$57,000,000**

**TOTAL BOND AMOUNT: \$88,000,000**

#### WHAT DOES IT COST ME?

Estimated tax increase on a \$100,000 home (taxable market value)  
Based on 20-year term.

**\$12.90 / Month**    **\$154.81 / Year**

#### 20-YEAR TERM - GENERAL OBLIGATION

##### ESTIMATED MILL LEVY COMPUTATION:

The Amount of the Bonds  
Total Estimated Interest Over Life of the Bonds (1)  
Estimated Annual Bond Payment on Tax Rolls (2)  
Divided By: District's 2022/23 Mill Value  
EQUALS: Estimated Number of Mills Required

ELEMENTARY "Net New Levy"	HIGH SCHOOL "Net New Levy"	COMBINED
\$57,000,000	\$31,000,000	\$88,000,000
\$39,856,500	\$19,362,884	\$59,219,384
\$52,127,150	\$5,195,833	\$57,322,983
75.657	39.619	116.68

##### ESTIMATED TAX INCREASE FOR INDIVIDUAL RESIDENTIAL TAXPAYER:

2022/23 Tax Year "MARKET VALUE" of Residential Property (2)	2022/23 Tax Year "TAXABLE VALUE" of Residential Property (2)	Estimated ANNUAL Tax (3)	Estimated MONTHLY Tax (3)	Estimated ANNUAL Tax (3)	Estimated MONTHLY Tax (3)	Estimated ANNUAL Tax (3)	Estimated MONTHLY Tax (3)
\$100,000	\$1350	\$101.33	\$8.44	\$837.69	\$69.81	\$154.81	\$12.90
\$200,000	\$2,700	\$202.65	\$16.89	\$1,675.37	\$139.61	\$309.62	\$25.80
\$300,000	\$4,050	\$303.98	\$25.33	\$2,513.05	\$209.42	\$464.44	\$38.70
\$400,000	\$5,400	\$405.31	\$33.78	\$3,350.73	\$279.22	\$619.25	\$51.60

NOTE: All property owners (including farming and ranching operations, commercial businesses, home owners, etc.) should use the following formula to calculate the estimated tax impact of the Bond issue. Look up the Property's "Taxable Value" from Personal Tax Statement or the following State website (<http://evc.mt.gov/dor/property/jpr>) and use the following formula: Taxable Value x Mills / 1,000 = Estimated Annual Tax Impact of the Bonds.

\*\* The "NET NEW LEVY" is calculated based on the Elem. and HS District's Series 2013 Bonds coming off the tax rolls with the final payment on July 1, 2025 and the HS District's Series 2019 Bonds with a final payment on July 1, 2027. The new Bonds have lower payments during the years of overlap to minimize the impact of the new Bonds.

To learn more about the planning process and proposed plans, visit:  
[www.lps2023bond.com](http://www.lps2023bond.com)



**File Attachments for Item:**

4. Appointment of Steven Hurt to the Cemetery Commission for the remainder of a term ending June 30, 2024.

APRIL 13,2023

TO; CITY OF LAUREL MAYOR

RE: CEMETERY BOARD

DEAR MAYOR, PLEASE CONSIDER THIS LETTER AS MY INTEREST IN BEING APPOINTED TO FILL THE CURRENT VACANCY ON THE CITY OF LAUREL CEMETERY BOARD OF DIRECTORS. I WOULD BE HONORED TO SERVE MY COMMUNITY IN THIS CAPACITY IF YOU AND THE CITY COUNCIL ARE WILLING TO APPOINT ME TO FILL THE INTERIM PORTION OF THIS VACANCY.

RESPECTFULLY SUBMITTED,



STEVEN K. HURD

1704 DUVAL DRIVE

LAUREL, MT 59044

**File Attachments for Item:**

5. Resolution - Resolution Authorizing The Mayor To Execute Lease Agreements With Laurel Little League And American Legion Baseball Post #123 For Baseball Facilities And Pool Building As Described In The Lease Agreements.



**RESOLUTION NO. R23-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE AGREEMENTS WITH LAUREL LITTLE LEAGUE AND AMERICAN LEGION BASEBALL POST #123 FOR BASEBALL FACILITIES AND POOL BUILDING AS DESCRIBED IN THE LEASE AGREEMENTS.**

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

Section 1: Approval. The Lease Agreements between the City of Laurel and the American Legion and City of Laurel and Laurel Little League are accepted and approved. A copy of each Lease Agreement is attached hereto for convenience. The previous Lease Agreements, entered into on the 10<sup>th</sup> day of December 2019, pursuant to Resolution No. R19-87, are hereby rescinded and replaced by the attached Lease Agreements.

Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to accept and execute the Lease Agreements on behalf of the City.

Section 3: Effective Date. The effective date for the attached Lease Agreements is the date hereby approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby authorizes the Mayor to execute the Lease Agreements, attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

**LEASE AGREEMENT**

This Lease Agreement is entered into this \_\_\_\_ day of April, 2023, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and Laurel Little League, hereinafter referred to as “Lessee.” This Lease Agreement rescinds and hereby supersedes the previous Lease Agreement entered into by and between Lessor and Lessee as of December 10, 2019, pursuant to Resolution No. R19-97.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

**ARTICLE I**

Purpose of Lease

The purpose of this Agreement is to lease Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

**ARTICLE II**

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel including the Little League Fields located at Thomson Park and Nutting Park hereinafter referred to as “the premises” as specifically shown on the Exhibit that is attached hereto and part of this Lease Agreement. In addition, the city hereby leases and permits the use to Lessee and Lessee hereby leases from the City the Pool Building presently attached to the Pool (eventually Splash Park). Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

Lessee agrees to paint and maintain the Pool Building, with the intentions of using it as a

Little League Club House. Lessor retains access to all pool/splash park piping, drains, and electrical controls and components. Lessor will be responsible for payment of all utility bills from the Pool Building.

### **ARTICLE III**

#### Parties

City: Office of the Mayor (City Clerk)  
PO Box 10  
Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

Lessees: Laurel Little League  
PO Box 231  
Laurel, MT 59044  
(406) 697-3992

### **ARTICLE IV**

#### Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment and materials, etc.

### **ARTICLE V**

#### Lessees Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessee shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and

obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;

3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;

4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessees and shall not unreasonably withhold such approval;

5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;

6. Lessees shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

7. Provide the City copies of receipts for improvements and/or maintenance completed by the Lessee by December 31<sup>st</sup> to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;

8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;

9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, its members, agents or employees. For such purpose, Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;

11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to

determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;

12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;

13. Keep parking space adjacent to the premises in a clean and safe condition;

14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;

15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;

16. All signs and banners must comply with the LMC 17.42;

17. Lessee's significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk Treasurers Office at the beginning of each season;

18. Lessee's shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;

19. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;

20. Lessee must provide contact information to the City of next year's board prior to the end of the season.

## ARTICLE VI

### Rent

1. Lessee shall pay the City rent in the following amounts as consideration for use of

the premises: \$750 per year facility rent, except that the Pool Building will be charged at a rental rate of an additional \$50 per year. Lessees shall pay annually on or before the anniversary date of their respective signatures on the lease.

2. Rent includes the following: Use and lawful possession of the premises.

## **ARTICLE VII**

### **Repairs and Maintenance**

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, mowing the Little League fields, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, their agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

## **ARTICLE VIII**

### **Condition**

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessees accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

## **ARTICLE IX**

### **Right to Inspect Premises**

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care



and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

## **ARTICLE X**

### Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

## **ARTICLE XI**

### Compliance With Ordinances and Regulations

Lessee, at its respective expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to

law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at its respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

## **ARTICLE XII**

### Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as its respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

## **ARTICLE XIII**

### Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessee or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

## **ARTICLE XIV**

### Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
3. Damage. It is specifically understood that any damage caused by Lessee or its guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.
4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

## **ARTICLE XV**

### Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

## **ARTICLE XVI**

### Mortgages and Subleases

Lessee may not assign its rights under this lease or assign or encumber the premises without the prior written consent of the City.

## **ARTICLE XVII**

### Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a

similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

**ARTICLE XVIII**

Entire Agreement

This Lease and the attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

**ARTICLE XIX**

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE XX**

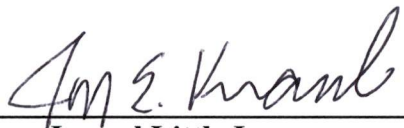
Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

**CITY OF LAUREL**

**LESSEE:**

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

By  \_\_\_\_\_  
Laurel Little League

**LEASE AGREEMENT**

This Lease Agreement is entered into this \_\_\_\_\_ day of April, 2023, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and American Legion Baseball Post #123 Laurel Dodgers, whose business address is P.O. Box 144, Laurel, Montana 59044, hereinafter referred to as “Lessee.” This Lease Agreement rescinds and hereby supersedes the previous Lease Agreement entered into by and between Lessor and Lessee as of December 10, 2019, pursuant to Resolution No. R19-97.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

**ARTICLE I**

Purpose of Lease

The purpose of this Agreement is to lease to Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

**ARTICLE II**

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel, including the American Legion (Dodgers) Field located at Thomson Park, as well as the Concession Stand hereinafter referred to as “the premises” as specifically shown on Exhibit A attached hereto and part of this Lease Agreement. Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

### **ARTICLE III**

#### Parties

City: Office of the Mayor (City Clerk)  
PO Box 10  
Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

Lessees: American Legion Baseball Post #123 Laurel Dodgers  
PO Box 144  
Laurel, MT 59044  
Phone: (406) 861-0945

### **ARTICLE IV**

#### Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment, concession materials, etc.

### **ARTICLE V**

#### Lessee Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessees shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and

obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;

3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;

4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;

5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;

6. Lessee shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Teams inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

7. Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31<sup>st</sup> to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;

8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;

9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;

11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to



determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;

12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;

13. Keep parking space adjacent to the premises in a clean and safe condition;

14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;

15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;

16. Lessee shall remove all inventory of food and beverages at the end of each season from the Concession stand or any place food is stored;

17. Appliances must be unplugged in the Concession Stand and safely stored at the end of each season;

18. Lessee agree to obtain and continuously keep in force all permits required by the Montana Department of Health, and Lessee shall be responsible for any training of its managers or volunteers as may be required by the Montana Department of Health, all at Lessee's expense, and shall fully comply with all applicable, rules, regulations and requirements of the Montana Department of Health. All certificates must be on file with the City Clerk Treasurer;

19. Lessee is responsible for all janitorial supplies and services at the Concession Stand from start of the season, including tryouts until the first Saturday in May;

20. All signs and banners must comply with the LMC 15.40;

21. Lessee's appliances and other significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk

Treasurers Office at the beginning of each season;

22. Lessee must provide a proper fire extinguisher;
23. Lessee must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials in an approved MSDS booklet;
24. Extension cords may not be used, as they are against fire code;
25. Lessee shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
26. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
27. Lessee must provide contact information to the City of next year's board prior to the end of the season.

## **ARTICLE VI**

### Rent

1. Lessee shall pay the City rent in the following amounts as consideration for use of the premises: \$900 per year facility rent and \$250 per year concession stand rent. Lessee shall pay annually on or before the anniversary date of their respective signatures on the lease.
2. Rent includes the following: Use and lawful possession of the premises.

## **ARTICLE VII**

### Repairs and Maintenance

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-

recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, its agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

## **ARTICLE VIII**

### Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessee accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

## **ARTICLE IX**

### Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

## **ARTICLE X**

### Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is

not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.

3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.

4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, Lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

## **ARTICLE XI**

### Compliance With Ordinances and Regulations

Lessee, at its expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at their respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

## **ARTICLE XII**

### Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as their respective interest may appear,

comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

### **ARTICLE XIII**

#### Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessees or its agents, employees, patrons, invitees, suppliers or licensee, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

### **ARTICLE XIV**

#### Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all

reasonable times for the purpose of inspection.

3. Damage. It is specifically understood that any damage caused by Lessee or their guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.

4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

#### **ARTICLE XV**

##### Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

#### **ARTICLE XVI**

##### Mortgages and Subleases

Lessee may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

#### **ARTICLE XVII**

##### Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

#### **ARTICLE XVIII**

##### Entire Agreement

This lease and attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

**ARTICLE XIX**

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE XX**

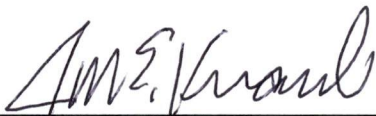
Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

**CITY OF LAUREL**

**LESSEE:**

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

By  \_\_\_\_\_  
American Legion Baseball Post #123  
Laurel Dodgers

**File Attachments for Item:**

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Play Space Designs For Phase Two Of The Laurel Splash Park.



**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PLAY SPACE DESIGNS FOR PHASE TWO OF THE LAUREL SPLASH PARK.**

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Play Space Designs, for Phase Two of the Laurel Splash Park, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Play Space Designs on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 25<sup>th</sup> day of April 2023, 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 Play Space Designs, a contractor licensed to conduct business in the State of Montana, whose address is 5698 S. Shady Farm Lane, Murray, Utah 84107, 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 15, 2023, 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 thirty-two thousand ninety-four dollars and eighty-seven cents (\$32,094.87) 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 25<sup>th</sup> DAY OF APRIL 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

CONTRACTOR

Morgan S. Ph PRESIDENT  
Play Space Designs

Employer Identification Number

87-0526071

# QUOTE



Quote Number:  
00002932

5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Created or Revised Date:  
4/11/2023

Expiration Date:  
2023-03-31

Prepared By:  
Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

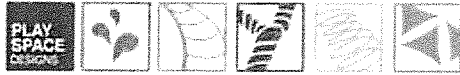
Project Name      Laurel City Splash Pad Combined  
Location            Laurel, Montana  
Payment Terms     50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Install Type	Unit Price	Discount	Extended Price
1	Waterplay	0010-4592	0010-4592 - FS Waterfall 3		\$16,390.00	10.00%	\$14,751.00
1	Waterplay	0010-1494	0010-1494 - FS Sneaky Spin Soaker 2		\$9,060.00	10.00%	\$8,154.00
1	Waterplay	0010-0485	0010-0485 - FS Fun-Brella		\$2,385.00	10.00%	\$2,146.50
1	Waterplay	0010-5724	0010-5724 - FS Water Weaver 2		\$2,490.00	10.00%	\$2,241.00
1	Waterplay	0010-0369	0010-0369 - FS Water O		\$2,775.00	10.00%	\$2,497.50
2	Waterplay	0010-0403	0010-0403 - FS Splash Blaster		\$3,620.00	10.00%	\$6,516.00
1	Waterplay	0011-1119	0011-1119 FS Sling Soaker		\$16,995.00	10.00%	\$15,295.50
1	Waterplay	0010-5834	0010-5834 - FS Water Weaver 1		\$3,040.00	10.00%	\$2,736.00
1	Waterplay	0010-5836	FS Water Weaver 3		\$5,560.00	10.00%	\$5,004.00
1	Waterplay	0010-2321	FS O-Riginal	Graphic Required	\$4,200.00	10.00%	\$3,780.00
2	Waterplay	0010-7489	GS Tulip		\$785.00	10.00%	\$1,413.00
1	Waterplay	0011-1737	0011-1737 playPHASE Base XL		\$1,000.00	10.00%	\$900.00
2	Waterplay	0010-7497	GS Spray Tunnel 8	Steady Stream	\$3,300.00	10.00%	\$5,940.00
1	Waterplay	0010-7466	GS Puddle 1 (light Blue or dark blue only)		\$4,170.00	10.00%	\$3,753.00
1	Waterplay	0010-7483	0010-7483 GS Starlet Spray		\$785.00	10.00%	\$706.50
3	Waterplay	0010-7476	0010-7476 GS Confetti Spray		\$785.00	10.00%	\$2,119.50
1	Waterplay	0010-7475	GS Charlottes Web		\$785.00	10.00%	\$706.50

## NOTES

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Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

1	Waterplay	0010-9816	0010-9816 - GS Team Effect		\$4,745.00	10.00%	\$4,270.50
2	Waterplay	0010-7493	0010-7493 - GS Mop Top		\$1,150.00	10.00%	\$2,070.00
2	Waterplay	0010-7496	GS Spray Tunnel 4	Steady Stream	\$2,100.00	10.00%	\$3,780.00
1	Waterplay	0011-0839	FS Hopper 1		\$6,385.00	10.00%	\$5,746.50
14	Waterplay	0010-0507	playPHASE Base		\$615.00	10.00%	\$7,749.00
1	Waterplay	0010-1854	Activator Power Post		\$2,540.00	10.00%	\$2,286.00
2	Waterplay	0010-5570	Install Jig EMB 63.75 CC Ship 77		\$115.00	10.00%	\$207.00
1	Waterplay	0010-1954	0010-1954 - Controller Potable 12 Outputs		\$6,545.00	10.00%	\$5,890.50
1	Waterplay	0010-2244	0010-2244 - 16 Output Expansion Add On		\$1,515.00	10.00%	\$1,363.50
1	Waterplay	000-2113	Surge Suppressor 60kA 120/240 1 Phase		\$840.00	10.00%	\$756.00
3	Waterplay	DRA-00007	DRA-00007 - Drain 12 6IN Outlet Grey		\$375.00	10.00%	\$1,012.50
1	Waterplay	PSF-Freight Waterplay	PS Freight - Waterplay - Pre-Ship		\$925.00	0.00%	\$925.00
1	Waterplay	PSF - W - Main Ship	PS Freight - Waterplay - Main Ship		\$4,450.00	0.00%	\$4,450.00
1	Installation Services	Playco Park Builders	Playground or Splash Pad Installation Labor		\$147,950.00		\$147,950.00
1	Installation Services	Playco Park Builders	Mobilization		\$4,775.00		\$4,775.00
1	Installation Services	Playco Park Builders	Travel expenses		\$11,675.00		\$11,675.00
1	Installation Services	WET - FL	Aquatic Engineering and Permitting Services		\$7,500.00		\$7,500.00

## NOTES

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Prepared By:  
Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

Subtotal	\$303,710.00
Discount	4.16%
Total Cost	\$291,066.50
Tax Percentage	0.00%
Sales/Use Tax	\$0.00
Grand Total	\$291,066.50

## MEMO

Sourcewell Discount per Waterplay contract Number #010521-WTR

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

Accepted Date: \_\_\_\_\_

Shipping Contact Name: \_\_\_\_\_

Ship Address: \_\_\_\_\_

Shipping Contact Cell No.: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
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Murray, Utah 84107  
801-274-0212

Quote Number:  
00002932

Created or Revised Date:  
4/11/2023

Expiration Date:  
2023-03-31

Prepared By:  
Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

Subtotal	\$303,710.00
Discount	4.16%
Total Cost	\$291,066.50
Tax Percentage	0.00%
Sales/Use Tax	\$0.00
Grand Total	\$291,066.50

## MEMO

Sourcwell Discount per Waterplay contract Number #010521-WTR

Accepted By: *Jan Wagon*  
Shipping Contact Name: *City of Laurel*  
Shipping Contact Cell No.: *406-633-3809*

Accepted Date: *4/10/23*  
Ship Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

## NOTES

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**RESOLUTION NO. R23-20**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A SMALL SERVICES CONTRACT WITH PLAY SPACE DESIGNS.**

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

Section 1: Approval. The Small Services Contract by and between the City of Laurel (hereinafter “the City”) and Play Space Designs, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Small Services Contract with Play Space Designs on behalf of the City.

Introduced at a regular meeting of the City Council on the 28<sup>th</sup> day of March, 2023, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 28<sup>th</sup> day of March, 2023.

APPROVED by the Mayor the 28<sup>th</sup> day of March, 2023.

CITY OF LAUREL



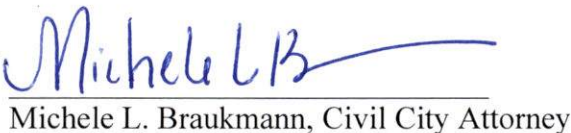
\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:



\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 28<sup>th</sup> day of March 2023, 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 Play Space Designs, a contractor licensed to conduct business in the State of Montana, whose address is 5698 S. Shady Farm Lane, Murray, Utah 84107, 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 15, 2023, 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 two hundred fifty-eight thousand nine hundred and seventy one dollars and sixty three cents (\$258,971.63) 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**

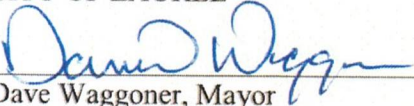
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this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

**SECTION FIFTEEN  
PARAGRAPH HEADINGS**

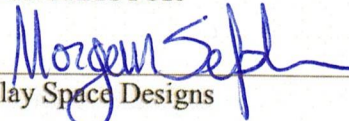
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 28<sup>th</sup> DAY OF MARCH 2023.

CITY OF LAUREL

  
\_\_\_\_\_  
Dave Waggoner, Mayor

CONTRACTOR

  
\_\_\_\_\_  
Play Space Designs

ATTEST:

  
\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

Employer Identification Number

87-0526071



# QUOTE



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Expiration Date:  
**2023-03-31**

Prepared By:  
Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

Project Name     Laurel City Splash Pad - Phase 1  
Location         Laurel, Montana  
Payment Terms    50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Install Type	Unit Price	Discount	Extended Price
1	Waterplay	0011-2337	0011-2337 Geyser Plate High Flow PPXL SS		\$166.25	10.00%	\$149.63
1	Waterplay	0010-0369	0010-0369 - FS Water O		\$2,775.00	10.00%	\$2,497.50
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Prepared By:  
Morgan Selph  
(801) 274-0212

1	Waterplay	0010-5845	PP Geyser High Flow Kit		\$280.00	10.00%	\$252.00
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Prepared By:  
Morgan Selph  
(801) 274-0212

morgan@goplayspace.com

Subtotal	\$268,321.25
Discount	3.48%
Total Cost	\$258,971.63
Tax Percentage	0.00%
Sales/Use Tax	\$0.00
Grand Total	\$258,971.63

## MEMO

Sourcewell Discount per Waterplay contract Number #010521-WTR

Accepted By: David Waggoner  
Shipping Contact Name: DAVID WAGGONER  
Shipping Contact Cell No.: 406-628-7431

Accepted Date: 3/28/23  
Ship Address: 115 W. First  
City, State, Zip Code: Laurel MT 59044

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
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**File Attachments for Item:**

7. Resolution- A Resolution Of The City Council Authorizing The Mayor To Approve A Work Change Directive For The Project Known As The WTP Lift Well Replacement.

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE A WORK CHANGE DIRECTIVE FOR THE PROJECT KNOWN AS THE WTP LIFT WELL REPLACEMENT.**

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

Section 1: Approval. The Work Change Directive for the Project known as The WTP Lift Well Replacement, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Work Change Directive for the Project known as The WTP Lift Well Replacement on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

# Work Change Directive

No. 1

Date of Issuance: March 21<sup>st</sup>, 2023

Effective Date: March 14<sup>th</sup>, 2023

Project: WTP Lif Well Replacement	Owner: City of laurel	Owner's Contract No.: N/A
Contract: Base Contract		Date of Contract: August 2 <sup>nd</sup> , 2022
Contractor: KLE Construction		Engineer's Project No.: 2004-01487

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
01	Additional 8' of excavation and shoring needed to make the tie-in with the 14" DI Line that is 2' further to the East than is shown on the As-Built drawing
	Cost of work shall be on a time and materials basis of the rates shown on the Attached Laurel New Tie-in Location cost break down spreadsheet. Cost is Not to exceed the \$191,510.00 estimated maximum price

Attachments (list documents supporting change):

Laurel New Tie-In Location Cost Bread Down spreadsheet


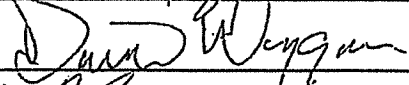
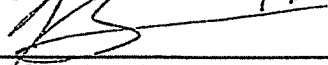
**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Non-agreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$191,510 (increase/decreas)      Contract Time 20 (increase/decrease) days

Recommended for Approval by Engineer: 	Date: March 21, 2023
Authorized for Owner by: 	Date: 3/21/23
Received for Contractor by: 	Date: 3/22/23
Received by Funding Agency (if applicable):	Date:

# Change Order

No. 1

Date of Issuance: 4/10/2023

Effective Date: 4/10/2023

Project: WTP Lift Well Replacement Project	Owner: City of Laurel	Owner's Contract No.:
Contract:		Date of Contract: August 2, 2022
Contractor: KLE Construction		Engineer's Project No.: 2004-01487

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change of conditions work associated with WCD No. 1. Contract increase due to inaccurate as built drawings requiring Removal and reset of the shoring, extra excavation, and extra man hours to complete existing connections

Attachments (list documents supporting change): See previously submitted WCD No. 1 and Contractors Copy of Laurel new tie-in Location official change order revised 4-12-23.xlsx spreadsheet

### CHANGE IN CONTRACT PRICE:

### CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,117,500.00

Increase from previously approved Change Orders No. 0 to No. 0:

\$0.00

Contract Price prior to this Change Order:

\$1,117,500.00

Increase/Decrease of this Change Order:

\$82,313.00

Contract Price incorporating this Change Order:

\$1,199,813.00

Original Contract Times:

Working days  Calendar days

Substantial completion (days): 90 Days starting on Jan. 23, 2023

Ready for final payment (days): 30 Days after Substantial

Increase from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): 90 Days starting on Jan. 23, 2023

Ready for final payment (days): 30 Days After Substantial

Contract Times prior to this Change Order:

Substantial completion (days): 90 Days starting on Jan. 23, 2023

Ready for final payment (days): 30 Days After Substantial

[Increase] [Decrease] of this Change Order:

Substantial completion (days): 14 Calendar Days

Ready for final payment (days): 0 Calendar Days

Contract Times with all approved Change Orders:

Substantial completion (days): 104 Days Starting on Jan. 23, 2023

Ready for final payment (days): 30 Days After Substantial

RECOMMENDED:

By:   
Engineer (Authorized Signature)

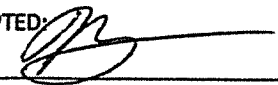
Date: April 10, 2023

ACCEPTED:

By:   
Owner (Authorized Signature)

Date: 4/10/23

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 4/10/23





**File Attachments for Item:**

8. Resolution - A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana (hereinafter “the Governing Body”) as follows:

**ARTICLE I: DEFINITIONS**

The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

“Account” means a specific Participant Bank account to be used in conducting STIP Program transactions.

“Agreement” means the agreements of the Participant contained within this Resolution.

“Authorized Representative” means the officer or official of the Participant designated and authorized by the Governing Body to act on behalf of Participant in the STIP Program.

“Authorized Delegate” means any officer, official, or employee of the Participant delegated authority by the Authorized Representative to initiate transactions using the STIP Program.

“Bank” means a financial institution designated and authorized to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

“Board” means the Board of Investments, a state agency organized and existing under the laws of the State.

“Exhibit A” means the STIP Participation Information Sheet attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Exhibit B” means the Electronic Funds Transfer Authorization Form attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Governing Body” means the governing body of political subdivision (Participant) authorized by Montana state law to participate in the STIP Program.

“Participant” means the political subdivision requesting participation in the Board’s STIP Program.

“Short-Term Investment Pool” means the Board’s investment program administered under the direction of the Board of Investments as authorized by the Unified Investment Program and as more fully defined and described by the Montana Code Annotated and, in the Board’s, Governing Policies. “Short-Term Investment Pool” is synonymous with “STIP” and “Program” as used in this Resolution and Exhibits A and B.

**ARTICLE I: SHORT-TERM INVESTMENT POOL PARTICIPATION**  
**AGREEMENT**

Section 1.01 Participation Agreement. The Governing Body requests participation in the STIP Program and agrees that Participant will comply with and be bound by all laws, policies, procedures, and participation requirements applicable to the Program, as may be amended from time to time.

Section 1.02 STIP Program. STIP is available to state and local governments to serve their short-term cash flow and deposit needs. The Program’s objectives are to preserve capital and maintain high liquidity. The Program has the following attributes:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution methods are:
  - (a) Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank; or (b) earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business days’ notice (transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice);
- 5) Access to STIP is only through the Board’s electronic web-based portal (no cash, checks or notifications by fax, phone or email will be accepted);
- 6) The Board’s STIP web portal provides real-time information on each account including investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board reports the Short-Term Investment Pool on a Net Asset Value (NAV) basis on its financial statements. A NAV per share of STIP will be reflected on the Board’s website for each month-end period.

Section 1.03 Review of Policies, Procedures, and Participation Requirements. Participant represents that it has reviewed to its satisfaction all Board policies, procedures, and

participation requirements applicable to the STIP Program. See, Board Governance Policies 40.600, 40.601, and 40.602.

Section 1.04 Authorized Representative: The Governing Body designates Kelly Strecker, who holds the position of Clerk-Treasurer for the City of Laurel, as the Participant's Authorized Representative to execute transactions between STIP and the Bank.

The Governing Body allows the Authorized Representative to appoint and remove additional Authorized Delegate(s) on behalf of the Participant. The Governing Body agrees that any addition or removal of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed.

The Governing Body designates and authorizes the Participant's Bank, (the "Bank"), identified in Exhibit B, with the Account Number and American Bankers Association (ABA) Number, for settlement of STIP participant transactions. The account is a Checking Account.

The Governing Body allows the Authorized Representative to change either the Bank or the Account. The Governing Body agrees that the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body allows the Authorized Representative to change the earnings distribution method.

Section 1.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body. However, the absence of an Authorized Representative does not nullify the current authority of the Authorized Delegate(s) to make STIP transactions.

Section 1.06 Annual Confirmation. The Board will annually confirm with the Governing Body and the Authorized Representative the:

1. Name of the Authorized Representative;
2. Name(s) of any Authorized Delegate(s); and
3. Name of the Bank and the associated Account Numbers (truncated).

Section 1.07 Effective Date. Participant's Agreement will take effect when the Resolution Certificate, this Resolution, and completed and executed Exhibits A and B are received by the Board. The Participant's Agreement will stay in effect until terminated in writing by the Governing Body.

## **ARTICLE II: MISCELLANEOUS**

Section 2.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 2.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, that its participation in STIP is voluntary, and agrees to the Board's administration and governance of the Program according to the Board's policies, procedures, and participation requirements.

Section 2.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold harmless the state of Montana, the Board, and the Board's members, officials, and employees for the acts, omissions, mistakes, and negligence of the Participant, Governing Body, and their members, officials, and employees, including but not limited to an Authorized Representative or Authorized Delegate who, for any reason, is not qualified or mistakenly listed with the Board as a permissible representative to authorize transactions using the STIP Program, incorrect instructions as to amounts or timing of sales or purchases, or missed deadlines.

Section 2.04 No Warranty. The Governing Body and Participant agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party, or that Governing Body will not suffer losses due to acts of God, natural disasters, terrorism or threats of terrorism, civil disorder, medical epidemics or other calamities, or other market dislocations or interruptions.

Section 2.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business with only those parties it determines are qualified and authorized to participate in the Program who abide by the Board's policies, procedures, and participation requirements. The Governing Body and Participant understand that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy and that the Board is legally charged to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 2.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the state of Montana, the Board, or any other entity against investment losses.

## **ARTICLE III: EXHIBITS**

Section 3.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution are Exhibit A, the STIP Participation Information Sheet, and Exhibit B, the Electronic Funds

Transfer Authorization Form, which together provide the instructions required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent that Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and accepted by the Board before participation is allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution and are approved and adopted by the Governing Body as if set forth fully herein.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of March, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_ day of March, 2023.

APPROVED by the Mayor the \_\_\_\_ day of March, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

**File Attachments for Item:**

9. Ordinance No. O23-02: An Ordinance Amending Section 2.72.020 (Composition) Of The Laurel Municipal Code Related To Membership In The Laurel City-County Planning Board.

**ORDINANCE NO. 023-02**

**AN ORDINANCE AMENDING SECTION 2.72.020 (COMPOSITION) OF THE LAUREL MUNICIPAL CODE RELATED TO MEMBERSHIP IN THE LAUREL CITY-COUNTY PLANNING BOARD.**

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 2.72.020 (Composition [of Laurel City-County Planning Board]) as noted herein and hereby recommends the same to the City Council for their full approval.

**2.72.020 Composition.**

The Laurel-Yellowstone city-county planning board shall consist of ~~nine~~eleven members to be appointed as follows:

A. Two official members who reside outside the city limits, but within the jurisdictional area of the Board, to be appointed by the Yellowstone County ~~B~~board of ~~C~~ommissioners, who may in the discretion of the Yellowstone County ~~b~~Board of ~~C~~ounty ~~e~~commissioners be employed by or hold public office in the Yellowstone ~~e~~County;

B. Two official members to be appointed by the Laurel ~~e~~City ~~e~~Council who may in the discretion of the Laurel Ceity Ceouncil, be employed by or hold public office in the Ceity of Laurel;

C. ~~Two~~three citizen members who reside within the City of Laurel limits to be appointed by the Mmayor of the Ceity of Laurel;

D. ~~Two~~three citizen members who reside within the jurisdictional area of the Board to be appointed by the Yellowstone County Bboard of ~~e~~county eCommissioners; ~~and. Two members shall reside outside the city limits but within the jurisdictional area of the planning board;~~

E. The ~~eleventh~~ninth member shall be selected by the Board of Supervisors of the Conservation District.~~‡ If no member of the Board of Supervisors is able or willing to serve on the Board, the ninth member will be selected by the eight officers and citizen members of the Board, subject to the consent and approval of the Laurel City Council and the Yellowstone County Board of Commissioners.~~ ~~en official and citizen members hereinabove provided for with the consent and approval of the board of county commissioners and the city council;~~



F. The terms of the members who are officers of any governmental unit represented on the Board shall be coextensive with their respective terms of office to which they have been elected or appointed; the terms of the other members shall be two years, except that the terms of the first members appointed shall be fixed by agreement and rule of the governing bodies represented on the Board for one or two years in order that a minimum number of terms shall expire in any year;

G. Vacancies occurring on the board shall be filled by the governing body, having appointed them for the unexpired term.

(Prior code § 17.04.020)

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on the 11<sup>th</sup> day of April 2023, upon Motion by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the Laurel City Council on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, upon Motion by Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney