



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, APRIL 21, 2020  
6:30 PM  
CITY 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. Appointment of Joshua McFarland to the Laurel Police Department.

**Executive Review**

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With The Billings Family YMCA For The Operation And Management Of The City Of Laurel Municipal Pool.
3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract Between The City Of Laurel, State Of Montana, And Montana Rail Link Inc. For Construction Work On A Railroad Crossing Located Within The City Of Laurel.
4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With \_\_\_\_\_ For Cleaning Services For City Hall.

**Council Issues**

5. MEPA Exclusion Discussion
6. Update on Financials after EDII Project.
7. Update Ambulance Safety Levy

**Other Items**

**Review of Draft Council Agendas**

**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**

**Item Attachment Documents:**

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



# Laurel Police Department

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

**Chief of Police Stanley J Langve**

March 24th, 2020

TO: Mayor Tom Nelson

Re: Conditional job offer / Patrolman

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

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



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

**Item Attachment Documents:**

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With The Billings Family YMCA For The Operation And Management Of The City Of Laurel Municipal Pool.

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

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

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

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

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

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

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

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

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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



April 17, 2020

TO: City of Laurel

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

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

YMCA Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### City of Laurel Responsibilities:

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

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

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

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

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

## Management

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

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

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

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

## COVID 19

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

Billings Family YMCA

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Date \_\_\_\_\_

City of Laurel

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Date \_\_\_\_\_



## Appendix A Program Description

### Swim Lessons

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

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

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

Private lessons available

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

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

### Lap Swim

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

## Appendix B YMCA Pricing

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

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

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

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

### Laurel Aquatics Program Pricing

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

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

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

YMCA programming is subject to minimum participation number system.

**Item Attachment Documents:**

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract Between The City Of Laurel, State Of Montana, And Montana Rail Link Inc. For Construction Work On A Railroad Crossing Located Within The City Of Laurel.

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

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

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

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

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

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

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

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

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

LS – Jones Junction to West Laurel  
SUB. 1st

RR Milepost 15.470  
U.S. DOT 104 007M

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

WITNESSETH:

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

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

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

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

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

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

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

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

**I  
SCOPE OF WORK**

**A. SIGNAL WORK**

RAILROAD will provide:

1. Engineering and acquisition of material for signal work.

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

**B. IMPROVED CROSSING SURFACE MATERIALS**

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

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

RAILROAD will, at no cost to STATE or CITY:

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

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

CITY will:

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

**II  
MUTCD**

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

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

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

### **IV CONTRACTORS**

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

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

### **V PE COSTS**

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

### **VI ESTIMATE**

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

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

## **VII SALVAGE VALUE**

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

## **VIII RR BILLING TO STATE**

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

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

## **IX OPERATION AND MAINTENANCE**

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

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

## **X SIGNAL OWNERSHIP**

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

## **XI FUTURE IMPROVEMENT PROJECT**



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

## **XII NONDISCRIMINATION**

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

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

## **XIII BUY AMERICAN**

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

## **XIV SIGNAL DAMAGE**

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

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

## **XV REPLACEMENT**

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

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

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

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

## **XVII STATE ADMINISTER PROJECT**

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

## **XVIII SUPERSEDED AGREEMENT**

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

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

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

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

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

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

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

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

**CITY OF LAUREL**

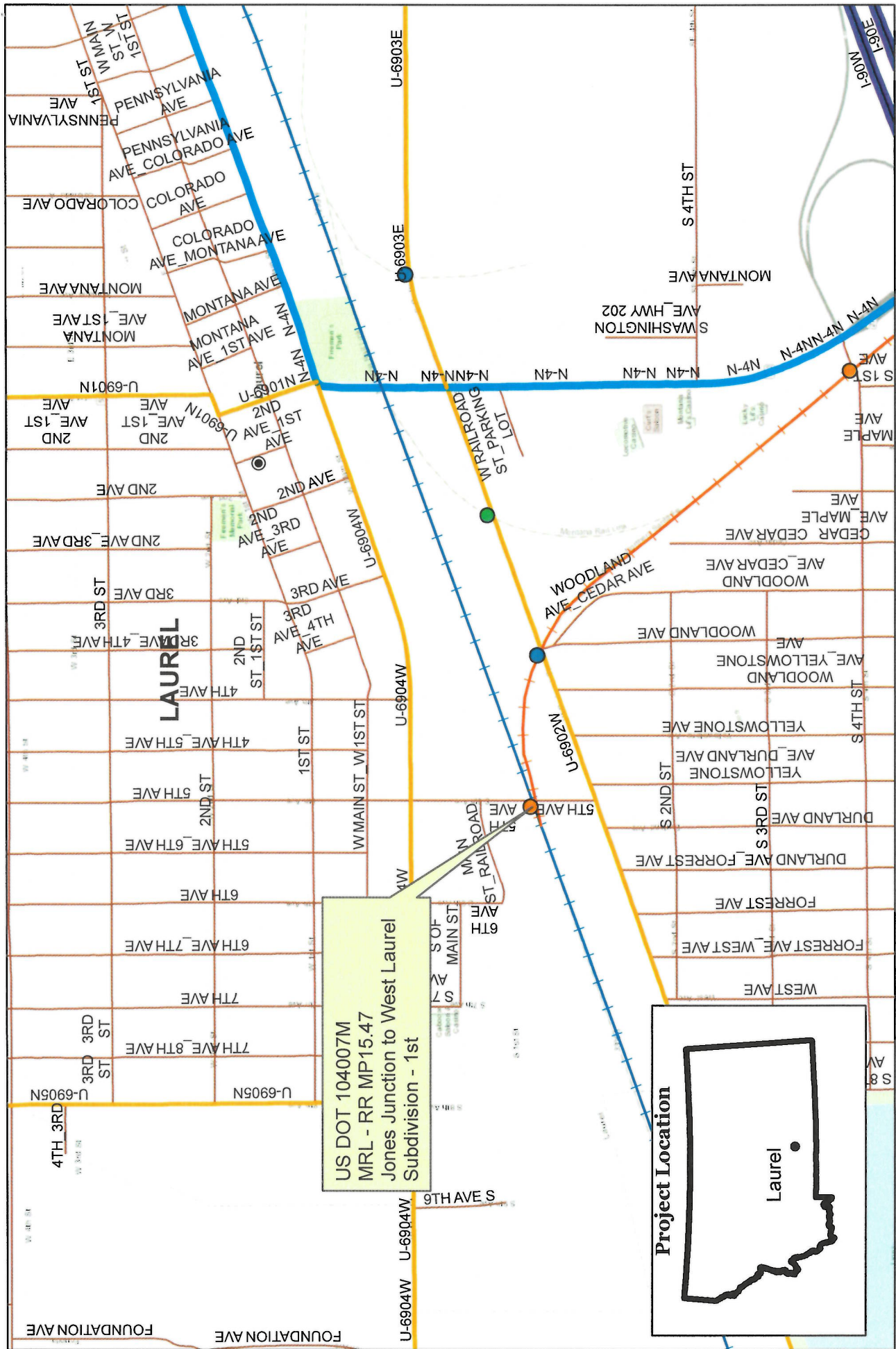
ATTEST: \_\_\_\_\_  
City Clerk

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

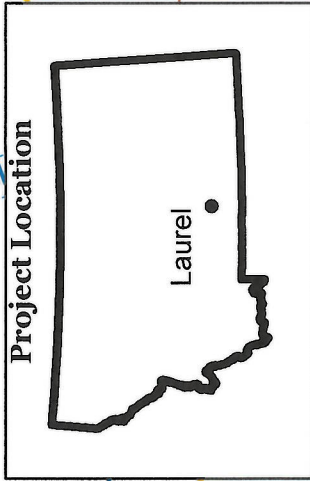
TITLE: \_\_\_\_\_

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

YELLOWSTONE COUNTY, MONTANA



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



# **EXHIBIT “B”**

## **Railroad Estimate**

**EXHIBIT “C”**

**Nondiscrimination and Disability  
Accommodation Notice**

## MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

### Federal protected classes

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

### State protected classes

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

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

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

**(2) Non-discrimination:**

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



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

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

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

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

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

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

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

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

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

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

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

*Federal*

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

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

*State*

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

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

**EXHIBIT “D”**  
**MUTCD**

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

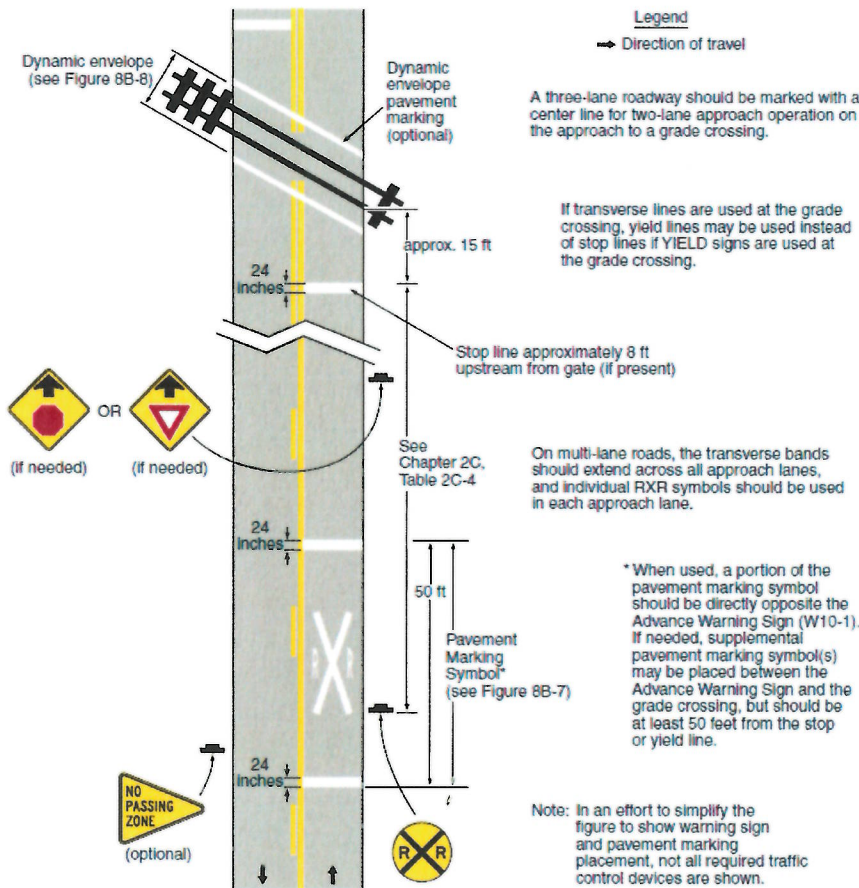
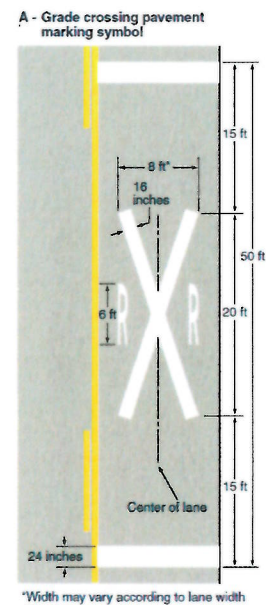


Figure 8B-7. Grade Crossing Pavement Markings



For more information

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

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

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

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

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

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

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

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

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

**Item Attachment Documents:**

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With \_\_\_\_\_ For Cleaning Services For City Hall.

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

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH \_\_\_\_\_ FOR CLEANING SERVICES FOR  
CITY HALL.**

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

Section 1: Approval. The Contract between the City of Laurel and the \_\_\_\_\_ for cleaning services for City Hall, a copy attached hereto, is hereby approved.

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

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

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

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

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 28<sup>th</sup> day of April 2020, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Messy Jessie’s Cleaning Service, a contractor licensed to conduct business in the State of Montana, whose address is [REDACTED], hereinafter referred to as “Contractor”.

### **SECTION ONE DESCRIPTION OF SERVICES**

- A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid attached hereto as Exhibit “A” and by this reference made part of this contract.
- B. Effective Date and Term. This contract is effective upon the date of its execution by both Parties. The term of the contract is six (6) months. The contract shall terminate at the end of the term. The Parties may extend the contract by mutual agreement, through a signed writing
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, applicable industry standards, and Exhibit “A.”

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor three hundred fifty dollars (\$350.00) for the initial deep clean. Thereafter, City shall pay Contractor two hundred fifty dollars (\$250.00) per week not to exceed one thousand dollars (\$1,000.00) per month for the work pursuant to Exhibit A. Any alteration or deviation from the described work that involves extra costs must be performed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to payment, Contractor shall provide City with an invoice for all charges.

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

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

### **SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES**

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



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

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

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor shall be usable and of suitable grade for their intended uses.

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

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

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

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

H. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

## **SECTION FIVE INDEMNITY AND INSURANCE**

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

**SECTION SIX  
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN  
NONDISCRIMINATION**

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

**SECTION EIGHT  
DEFAULT**

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

**SECTION NINE  
TERMINATION**

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

**SECTION TEN  
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN  
ATTORNEY FEES**

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

**SECTION TWELVE  
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH  
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN  
SEVERABILITY**

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

**SECTION FIFTEEN  
PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 28<sup>th</sup> DAY OF APRIL 2020.

CITY OF LAUREL

CONTRACTOR

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

\_\_\_\_\_  
Messy Jessie's Cleaning Service

ATTEST:

Employer Identification Number

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

\_\_\_\_\_

## EXHIBIT A

### Description of Services for City Hall

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

#### CONTRACTOR

---

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

Employer Identification Number

---

**Item Attachment Documents:**

5. MEPA Exclusion Discussion

## Appendix B

Montana Historic Preservation Grants are a state action subject to the Montana Environmental Policy Act (MEPA). MEPA specifies three different levels of environmental review, based on the significance of the potential impacts. The levels are: (1) exempt or excluded from MEPA review; (2) environmental assessment (EA), and (3) environmental impact statement (EIS). The following outlines the environmental review process that must be completed by the applicant for each project proposed for MHPG funding.

For detailed information on MEPA, see *A Guide to the Montana Environmental Policy Act*, or *A Citizen's Guide to Public Participation in Environmental Decision Making*, at:

<http://leg.mt.gov/css/Publications/environmental/default.asp> or  
<http://leg.mt.gov/css/services%20division/lepo/mepa/mepaforpublic.asp>

All necessary environmental review of the proposed project is recommended to be completed prior to submission of the application for grant funding. Any application received without documentation that the environmental review process has been completed, must complete the environmental review process and submit documentation to Commerce no later than May 1, 2020 or risk being determined incomplete by Commerce.

To document completion of the environmental review process the applicant must provide documentation of the completed environmental review process and include with all documentation of the public review process, including but not limited to, the public notice for and minutes of a public hearing at which the environmental review was discussed, the public comments received, and the final decision on the environmental determination made during a public meeting.

### Statutory or Categorical Exemptions

Certain actions are exempt from MEPA review, either because they have been specifically exempted by the statute or, because of their special nature, do not normally have a significant effect on the environment. The following types of actions are statutorily exempt from MEPA review under ARM 8.2.304(5):

- Administrative actions (routine clerical or similar functions, including but not limited to administrative procurement, contracts for consulting services, or personnel actions);
- Minor repairs, operations, and maintenance of existing equipment or facilities;
- Investigation and enforcement; data collection activities; inspection of facilities or enforcement of environmental standards;
- Ministerial actions (in which the agency exercises no discretion and rather acts upon a given state of facts in a prescribed manner);
- Actions that are primarily social or economic in nature and that do not otherwise affect the human environment;

The following types of actions are categorically exempted from MEPA review under ARM 8.2.328(2):

- Projects that will be partially funded by, or for which the applicant must obtain a permit from, a state or federal agency which, by reason of its funding or permitting function, has primary responsibility to consider the environmental impacts of the project under MEPA or the National Environmental Policy Act;
- Activities which do not involve or lead directly to construction, such as planning studies, scientific

research and analysis, surveys, or engineering;

- Projects primarily involving the acquisition of capital equipment;
- Projects that involve only minor repairs or rehabilitation to an existing facility, including functional replacement of an existing facility or facility components;
- Projects where the footprint of the proposed structures, pipelines, or other infrastructure would be substantially unchanged from existing conditions, and there is no increase in the population served by the facility; or
- Emergency repairs, reconstruction, restoration, retrofitting, or replacement of an existing facility that is in operation or under construction when damaged and the action:
  - (i) occurs within the existing facility footprint and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction); and
  - (ii) is commenced within six months after the date of the emergency.

If the proposed project qualifies for an exemption, then the applicant should submit documentation that the environmental process (including public review process) is complete and the applicant has formally approved its determination that the project qualifies for an exemption. Applicants must submit relevant documentation and the Environmental Review Form (Appendix B-1) to Commerce. An exemption may not be appropriate if significant public controversy exists over the project's potential effect on the quality of the human environment; the proposed project shows some potential for causing a significant effect on the quality of the human environment; or the project might possibly affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats.

### **Environmental Assessment (EA)**

An EA is a written analysis of a proposed action to determine whether an EIS is required or is needed to serve one or more of the other purposes described in ARM 8.2.304(2). Normally, a thoroughly completed Environmental Checklist and responses to the six questions contained in the Environmental Review Form (see below) will suffice as the draft EA for public review and comment, and may then be revised as necessary to constitute the final EA. Anyone authorized to perform work on behalf of the applicant may prepare the draft EA, using all available information and evidence. The applicant's authorized representative must sign the draft EA, and the final environmental determination must be made by the applicant's representatives or board. Preparation of an EA ensures the fullest appropriate opportunity for public review and comment on a proposed action, including alternatives and planned mitigation, and examines and documents the effects of a proposed action on the quality of the human environment. The EA also allows the project proponent to determine the need to prepare an EIS through an initial evaluation and determination of the significance of impacts associated with a proposed action.

In addition, an applicant may prepare an EA whenever the proposed action is one that might normally require an EIS, but the significant effects of the project appear to be mitigated below the level of significance through design, enforceable controls, and/or conditions imposed by the agency or other government agencies. For an EA to suffice in this instance, the applicant must determine that all of the impacts of the proposed action have been accurately identified, that they will be mitigated below the level of significance, and that no significant impact is likely to occur. The applicant may not consider compensation for purposes of determining that impacts have been mitigated below the level of significance.



An EA is a public document and may be inspected upon request. Any person may obtain a copy of an EA by making a request to the applicant. **The applicant shall submit a copy of each completed EA (Appendix B-2), Environmental Review Form (Appendix B-1) and related documentation to Commerce as a part of the grant application.** The applicant is responsible for providing public review of an EA as necessary to match the complexity and seriousness of environmental issues associated with a proposed action and the level of public interest in the action. Methods of accomplishing public review include publishing a news release or legal notice to announce the availability of an EA, summarizing its content and soliciting public comment; holding public meetings or hearings; maintaining mailing lists of persons interested in a particular action or type of action and notifying them of the availability of EAs on such actions; and distributing copies of EAs for review and comment. Where an action is one that normally requires an EIS, but effects that otherwise might be deemed significant are mitigated in the project proposal or by controls imposed by the applicant, public involvement must include the opportunity for public comment, a public meeting or hearing, and adequate notice. The applicant is responsible for determining appropriate methods to ensure adequate public review on a case-by-case basis.

The applicant shall consider all substantive comments received in response to a draft EA and decide, at a public meeting, that either:

1. that an EIS is necessary;
2. that the EA did not adequately reflect the issues raised by the proposed action and must be revised; or
3. that an EIS is not necessary, and make a final decision on the proposed action (executing the contract with Commerce to receive Montana Historic Preservation Grant Program funds for the grantee's project).

**The applicant must provide a copy of the Final EA (Appendix B-2) to Commerce with documentation of public review, opportunity for public comment, a final decision on the EA at a public meeting, and the Environmental Review Form (Appendix B-1).**

Any time the applicant proposes substantial changes to the project affecting the original EA, the grant recipient must repeat its environmental review for the revisions to the project, assuring the environmental impacts of the revised project are adequately identified, addressed by the grantee, and any necessary public review provided. When completed, the applicant must follow the original process and again provide environmental documents to Commerce.

## **Environmental Impact Statement (EIS)**

An EIS is required whenever an EA indicates that an EIS is necessary, or an applicant proposes an action that may significantly affect the quality of the human environment (a “major action”).

MEPA and Commerce’s rules require that a draft EIS circulated for public review must contain all of the following:

1. a description of the proposed action, including its purpose and benefits;
2. a listing of any state, local, or federal agencies that have overlapping or additional jurisdiction and a description of their responsibility for the proposed action;
3. a description of the current environmental conditions in the area affected by the proposed action or alternatives, including maps and charts, whenever appropriate;
4. a description of the impacts on the quality of the human environment of the proposed action, including: direct, indirect, and cumulative impacts; potential growth-inducing or growth-inhibiting impacts; irreversible and irretrievable commitments of environmental resources, including land, air, water and energy; economic and environmental benefits and costs of the proposed action; and the relationship between local short-term uses of man's environment and the effect on maintenance and enhancement of the long-term productivity of the environment;
5. an analysis of reasonable alternatives to the proposed action, including the alternative of no action and other reasonable alternatives that may or may not be within the jurisdiction of the agency to implement, if any;
6. a discussion of mitigation, stipulations, or other controls committed to and enforceable by the applicant or other government agency;
7. a discussion of any compensation related to impacts stemming from the proposed action;
8. an explanation of the tradeoffs among the reasonable alternatives;
9. the applicant’s preferred alternative on the proposed action, if any, and its reasons for the preference;
10. a section on consultation and preparation of the EIS that includes the names of those individuals or groups responsible for preparing the EIS; a listing of other agencies, groups, or individuals who were contacted or contributed information; and a summary list of source materials used in the preparation of the draft EIS;

11. a summary of the draft EIS; and

12. other sections that may be required by other statutes in a comprehensive evaluation of the proposed action, or by the National Environmental Policy Act or other federal statutes governing a cooperating federal agency.

Following preparation of a draft EIS, the applicant must distribute copies to the Governor; Commerce; the Environmental Quality Council; appropriate state and federal agencies; and all persons who have requested copies. The applicant must allow 30 days for public comment on the EIS, which may be extended an additional 30 days at the discretion of the applicant or upon application of any person for good cause. When preparing a joint EIS with a federal agency or agencies, the applicant may also extend this period in accordance with time periods specified in regulations that implement the National Environmental Policy Act.

After the time for public comment and review has expired, the applicant must prepare a Final EIS for approval at a public meeting, which must also contain:

1. a summary of major conclusions and supporting information from the draft EIS and the responses to substantive comments received on the draft EIS, stating specifically where such conclusions and information were changed from those which appeared in the draft;
2. a list of all sources of written and oral comments on the draft EIS, including those obtained at public hearings, and, unless impractical, the text of comments received by the applicant (in all cases, a representative sample of comments must be included);
3. the applicant responses to substantive comments, including an evaluation of the comments received and disposition of the issues involved;
4. data, information, and explanations obtained subsequent to circulation of the draft; and
5. the applicant recommendation, preferred alternative, or proposed decision together with an explanation of the reasons.

The applicant must distribute copies of the Final EIS to the Governor; Commerce; the Environmental Quality Council; appropriate state and federal agencies; all persons who submitted comments on or received a copy of the draft EIS; and all other members of the public upon request.

The applicant may not make a final decision on the proposed action being evaluated in a Final EIS (executing the contract with Commerce to receive Montana Historic Preservation Grant Program funds for the grantee's project) until 15 days from the date of transmittal of the Final EIS to the Governor and Environmental Quality Council. Until the applicant reaches its final decision on the proposed action, no action concerning the proposal may be taken that would have an adverse environmental impact or limit the applicant's choice of reasonable alternatives, including the no-action alternative.

Any time the applicant proposes substantial changes to the project affecting the original EIS, the applicant must repeat its environmental review for the revisions to the project, assuring the environmental impacts of the revised project are adequately identified, addressed by the grantee, and any necessary public review provided. When completed, the applicant must follow the original process and again provide environmental documents to Commerce.

### **Additional Environmental Considerations**

MHPG applicants are responsible for compliance with all applicable state environmental requirements. Some of the other state environmental requirements that *may* apply to Montana Historic Preservation Grant Program projects include:

- ☐ Stream Protection Act, Title 87, Chapter 5, Part 5, MCA
- ☐ Montana Solid Waste Management Act, Title 75, Chapter 10, Part 2, MCA
- ☐ Clean Air Act of Montana, Title 75, Chapter 2, MCA
- ☐ Water Quality Act, Title 75, Chapter 5, MCA
- ☐ Public Water Supplies, Distribution and Treatment, Title 75, Chapter 6, MCA
- ☐ Floodplain and Floodway Management, Title 76, Chapter 5, MCA
- ☐ The Montana State Antiquities Act, Title 22, Chapter 3, MCA
- ☐ The Montana Sage Grouse Habitat Conservation Program and Conservation Strategy, Executive Orders 10-2014 and 12-2015 and Chapter 445, Laws 2015 (SB 261) <https://sagegrouse.mt.gov/>

Some of the environmental permits that may be required on your project from other state agencies include the following:

- ☐ Asbestos Control Program – contact the Department of Environmental Quality (DEQ).
- ☐ Montana Stream Protection Act (SPA 124 Permit) – contact the Montana Department of Fish, Wildlife and Parks at 444-2449.
- ☐ Montana Floodplain and Floodway Management Act (Floodplain Development Permit) – contact the Montana Department of Natural Resources and Conservation at 444-0860 or the local floodplain

administrator.

- ☐ Federal Clean Water Act (404 Permit) – contact the U.S. Army Corps of Engineers in Helena at 441-1375.
- ☐ Short-Term Water Quality Standard for Turbidity (318 Authorization) – contact the Montana Department of Environmental Quality at 444-3080.
- ☐ Montana Water Use Act (Water Right Permit and Change Authorization) – contact the Montana Department of Natural Resources and Conservation at 444-6667 or the local DNRC Water Resources Regional Office. A useful website regarding water rights can be found at [http://www.dnrc.mt.gov/wrd/water\\_rts/default.asp](http://www.dnrc.mt.gov/wrd/water_rts/default.asp).
- ☐ Stormwater Discharge General Permits and/or Montana Pollutant Discharge Elimination System (MPDES Permit) – contact the Montana Department of Environmental Quality at 444-3080.
- ☐ Please check the DNRC website for a copy of “A Guide to Stream Permitting in Montana.” Their web address is [http://dnrc.mt.gov/permits/stream\\_permitting/default.asp](http://dnrc.mt.gov/permits/stream_permitting/default.asp).
- ☐ Cultural Resource Survey – You may need to perform a cultural resource survey for your project. The State Historic Preservation Office (SHPO) can be reached at 444-7715 for more information. There is guidance for consulting with SHPO at <http://mhs.mt.gov/shpo/archaeology/consultingwith.asp>.

**Appendix B-I  
Environmental Review Form**

**On a separate piece of paper, please answer the following as they apply to your proposed project:**

1. **Alternatives:** Describe reasonable alternatives to the project.
2. **Mitigation:** Identify any enforceable measures necessary to reduce any impacts to an insignificant level.
3. **Is an EA or Environmental Impact Statement (EIS) required?** Describe whether or not an EA or EIS is required and explain in detail why or why not.
4. **Public Involvement:** Describe the process followed to involve the public in the proposed project and its potential environmental impacts. Identify the public meetings -- where and when -- the project was considered and discussed, and when the applicant approved the final environmental assessment.
5. **Person(s) Responsible for Preparing:** Identify the person(s) responsible for preparation of this checklist.
6. **Other Agencies:** List any state, local, or federal agencies that have over-lapping or additional jurisdiction or environmental review responsibility for the proposed action and the permits, licenses, and other authorizations required; and list any agencies or groups that were contacted or contributed information to this Environmental Assessment (EA).

\_\_\_\_\_  
(1) Authorized Representative, Title

\_\_\_\_\_  
Date  
(Name of) Organization/Governmental Unit

\_\_\_\_\_  
(2) Authorized Representative

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

\* If an authorized representative (1) completes the checklist and this form, a chief elected official (2) must also sign authorizing acceptance of the review process. Explanation or statement of how/why that representative was authorized should also be included.

## Appendix B-2 Environmental Review Checklist

The applicant must include a completed Environmental Review Checklist and Environmental Review Form, if the appropriate environmental level is determined, with MHPG application materials.

<b>NAME OF PROJECT:</b>	
<b>PROPOSED ACTION:</b>	
<b>LOCATION:</b>	_____, Montana

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
<b>PHYSICAL ENVIRONMENT</b>		
Key	1	Soil Suitability, Topographic and/or Geologic Constraints (e.g., soil slump, steep slopes, subsidence, seismic activity)
		<i>Response and source of information:</i>
Key	2	Hazardous Facilities (e.g., power lines, hazardous waste sites, acceptable distance from explosive and flammable hazards including chemical/petrochemical storage tanks, underground fuel storage tanks, and related facilities such as natural gas storage facilities & propane storage tanks)
		<i>Response and source of information:</i>
Key	3	Effects of Project on Surrounding Air Quality or Any Kind of Effects of Existing Air Quality on Project (e.g., dust, odors, emissions)
		<i>Response and source of information:</i>
Key	4	Groundwater Resources & Aquifers (e.g., quantity, quality, distribution, depth to groundwater, sole source aquifers)
		<i>Response and source of information:</i>

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	5	Surface Water/Water Quality, Quantity & Distribution (e.g., streams, lakes, storm runoff, irrigation systems, canals)
		<i>Response and source of information:</i>
Key	6	Floodplains & Floodplain Management (Identify any floodplains within one mile of the boundary of the project.)
		<i>Response and source of information:</i>
Key	7	Wetlands Protection (Identify any wetlands within one mile of the boundary of the project.)
		<i>Response and source of information:</i>
Key	8	Agricultural Lands, Production, & Farmland Protection (e.g., grazing, forestry, cropland, prime or unique agricultural lands) (Identify any prime or important farm ground or forest lands within one mile of the boundary of the project.)
		<i>Response and source of information:</i>
Key	9	Vegetation & Wildlife Species & Habitats, including Fish and Sage Grouse (e.g., terrestrial, avian and aquatic life and habitats)
		<i>Response and source of information:</i>



<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	10	Unique, Endangered, Fragile, or Limited Environmental Resources, Including Endangered Species (e.g., plants, fish, sage grouse or wildlife)
		<i>Response and source of information:</i>
Key	11	Unique Natural Features (e.g., geologic features)
		<i>Response and source of information:</i>
Key	12	Access to, and Quality of, Recreational & Wilderness Activities, Public Lands and Waterways, and Public Open Space
		<i>Response and source of information:</i>
<b>HUMAN ENVIRONMENT</b>		
Key	1	Visual Quality – Coherence, Diversity, Compatibility of Use and Scale, Aesthetics
		<i>Response and source of information:</i>
Key	2	Nuisances (e.g., glare, fumes)
		<i>Response and source of information:</i>

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	3	Noise -- suitable separation between noise sensitive activities (such as residential areas) and major noise sources (aircraft, highways & railroads)
		<i>Response and source of information:</i>
Key	4	Historic Properties, Cultural, and Archaeological Resources
		<i>Response and source of information:</i>
Key	5	Changes in Demographic (population) Characteristics (e.g., quantity, distribution, density)
		<i>Response and source of information:</i>
Key	6	General Housing Conditions - Quality, Quantity, Affordability
		<i>Response and source of information:</i>
Key	7	Displacement or Relocation of Businesses or Residents
		<i>Response and source of information:</i>

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	8	Public Health and Safety
		<i>Response and source of information:</i>
Key	9	Lead Based Paint and/or Asbestos
		<i>Response and source of information:</i>
Key	10	Local Employment & Income Patterns - Quantity and Distribution of Employment, Economic Impact
		<i>Response and source of information:</i>
Key	11	Local & State Tax Base & Revenues
		<i>Response and source of information:</i>
Key	12	Educational Facilities - Schools, Colleges, Universities
		<i>Response and source of information:</i>
Key	13	Commercial and Industrial Facilities - Production & Activity, Growth or Decline.
		<i>Response and source of information:</i>
Key	14	Health Care – Medical Services

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
		<i>Response and source of information:</i>
Key	15	Social Services – Governmental Services (e.g., demand on)
		<i>Response and source of information:</i>
Key	16	Social Structures & Mores (Standards of Social Conduct/Social Conventions)
		<i>Response and source of information:</i>
Key	17	Land Use Compatibility (e.g., growth, land use change, development activity, adjacent land uses and potential conflicts)
		<i>Response and source of information:</i>
Key	18	Energy Resources - Consumption and Conservation
		<i>Response and source of information:</i>
Key	19	Solid Waste Management
		<i>Response and source of information:</i>
Key	20	Wastewater Treatment - Sewage System
		<i>Response and source of information:</i>

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	21	Storm Water – Surface Drainage
		<i>Response and source of information:</i>
Key	22	Community Water Supply
		<i>Response and source of information:</i>
Key	23	Public Safety – Police
		<i>Response and source of information:</i>
Key	24	Fire Protection – Hazards
		<i>Response and source of information:</i>
Key	25	Emergency Medical Services
		<i>Response and source of information:</i>
Key	26	Parks, Playgrounds, & Open Space
		<i>Response and source of information:</i>

<b>Key Letter:</b>		
<b>N:</b> No Impact; <b>B:</b> Potentially Beneficial; <b>A:</b> Potentially Adverse; <b>P:</b> Approval/Permits Required; <b>M:</b> Mitigation Required		
Key	27	Cultural Facilities, Cultural Uniqueness & Diversity
		<i>Response and source of information:</i>
Key	28	Transportation Networks and Traffic Flow Conflicts (e.g., rail; auto including local traffic; airport runway clear zones - avoidance of incompatible land use in airport runway clear zones)
		<i>Response and source of information:</i>
Key	29	Consistency with Local Ordinances, Resolutions, or Plans (e.g., conformance with local comprehensive plans, zoning, or capital improvement plans)
		<i>Response and source of information:</i>
Key	30	Is There a Regulatory Action on Private Property Rights as a Result of this Project? (consider options that reduce, minimize, or eliminate the regulation of private property rights.)
		<i>Response and source of information:</i>

## Sample Advertisement for Public Comment and Review of Environmental Review Record

The <local government> will hold a public hearing on <date> at <time/location> for the purpose of obtaining comments regarding the environmental review record for the proposed <type> project that will < scope of work>.

At the public hearing the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, possible sources of funding, any costs that may result for local citizens as a result of the project, and a decision will be made on the environmental assessment. All interested persons will be given the opportunity to ask questions and express opinions regarding the proposed project and any environmental impacts.

Comments may be given orally at the meeting or submitted in writing before <date> at <time>.

Anyone wanting to review the environmental review record and project impacts or submit questions and comments should contact <who, how>. Copies of the draft environmental record is available at <where> and will also be available at the public meeting.

<Town/County/District>

---

Chief Elected official

Publish media name & dates:

Note: this meeting may also be a meeting at which the public comment is obtained on the PER, submission of grant applications, or other

**Sample of a Resolution to Accept the Determination that *(level of environment finding)* is  
Appropriate for the *(applicant, type of project)***

WHEREAS, the (Name of applicant) has completed an assessment to identify potential environmental impacts to the (describe purpose of project);

WHEREAS, the draft Environmental Assessment was made available for public comment and the findings were presented and reviewed at a public meeting;

WHEREAS, no substantive public comment was received, (or public comment was received and responded to);

WHEREAS, The (Name of applicant) has determined that the (type of Project) will not significantly affect the quality of the human environment and accordingly the (Name of Applicant) has determined an Environmental Impact Statement (or Environmental Assessment and EIS if project is Categorical Exclusion); is not necessary;

NOW, THEREFORE, BE IT RESOLVED by the (Council, Board, Commissioners) as follows;

That (Name of Applicant), Montana adopts the final Environmental Assessment for the (type of project).

Passes and approved on this date of (date)

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

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

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

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

Attested: \_\_\_\_\_





### Rule: 8.2.328

[Prev](#) [Up](#) [Next](#)

Rule Title: ACTIONS THAT QUALIFY FOR A CATEGORICAL EXCLUSION

Department: [COMMERCE](#)  
 Chapter: [DEPARTMENT RULES](#)  
 Subchapter: [Montana Environmental Policy Act](#)


[Add to Favorites](#)

Latest version of the adopted rule presented in Administrative Rules of Montana (ARM):

[Printer Friendly Version](#)

### **8.2.328** ACTIONS THAT QUALIFY FOR A CATEGORICAL EXCLUSION

(1) The following types of actions do not individually, collectively, or cumulatively require the preparation of an environmental assessment or an environmental impact statement, unless the action involves one or more of the extraordinary circumstances stated in (3).

(2) The following actions meet the criteria for categorical exclusions and will not normally require preparation of either an environmental assessment or an environmental impact statement in considering applications for grants or loans to finance these projects:

(a) projects that will be partially funded by, or for which the applicant must obtain a permit from, a state or federal agency which, by reason of its funding or permitting function, has primary responsibility to consider the environmental impacts of the project under MEPA or the National Environmental Policy Act;

(b) activities which do not involve or lead directly to construction, such as planning studies, scientific research and analysis, surveys, or engineering;

(c) projects primarily involving the acquisition of capital equipment;

(d) projects that involve only minor repairs or rehabilitation to an existing facility, including functional replacement of an existing facility or facility components;

(e) projects where the footprint of the proposed structures, pipelines, or other infrastructure would be substantially unchanged from existing conditions, and there is no increase in the population served by the facility; or

(f) emergency repairs, reconstruction, restoration, retrofitting, or replacement of an existing facility that is in operation or under construction when damaged and the action:

(i) occurs within the existing facility footprint and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction); and

(ii) is commenced within six months after the date of the emergency.

(3) Actions described in (2) may not be processed as categorical exclusions if:

(a) they involve substantial public controversy over the project's potential effect on the quality of the human environment;

(b) the proposed project might have a significant effect on the quality of the human environment; or

(c) the project might affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats.

(4) If information available to the department indicates that a proposed project in one of the categories described in (2) may involve one of the situations described in (3), the department may, in its sole discretion, require an applicant to prepare an environmental assessment or environmental impact statement as may be appropriate.

History: [2-3-103](#), [2-4-201](#), MCA; [IMP](#), [2-3-104](#), [75-1-201](#), MCA; [NEW](#), 2015 MAR p. 1481, Eff. 9/25/15.

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

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the City Planner

April 15, 2020

Regarding an Exclusion from MEPA Requirements for the Proposed Riverside Park Historic Building Rehabilitation Project Applied for through the MT Historic Preservation Grant Program

Mayor and City Council,

I request that the City Council review, discuss, and officially approve documentation stating that the application submitted to the Department of Commerce for the proposed historic rehabilitation project in Riverside Park is excluded from the requirements to conduct a full Environmental Assessment (EA) or Environmental Impact Statement (EIS). A requirement of the Historic Preservation Grant Program that this project was applied through is to supply either an Environmental Assessment (EA), Environmental Impact Statement (EIS), or official documentation stating a categorical exclusion from those requirements to satisfy the Montana Environmental Policy Act (MEPA).

It is the opinion of the Planning Department that the proposed project in the application meets the threshold for a categorical exclusion from the requirement to prepare an environmental assessment or an environmental impact statement as stated in ARM 8.2.328 – Actions that Qualify for a Categorical Exclusion. The application meets Section 2(e) which states: “projects where the footprint of the proposed structures, pipelines, or other infrastructure would be substantially unchanged from existing conditions, and there is no increase in the population served by the facility;

Furthermore, the proposed project does **not** involve any of the circumstances stated in ARM 8.2.328 Section (3) which would require an EA or EIS that includes:

- a) they involve substantial public controversy over the project's potential effect on the quality of the human environment;
- b) the proposed project might have a significant effect on the quality of the human environment; or
- c) the project might affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats.

The Planning Director will prepare a formal letter stating the case for exclusion from the requirements and submit it to the Department of Commerce with the official resolution on the matter from the City Council, and Appendix B-1: Environmental Review Form. I have provided a copy of ARM 8.2.328 and the Historic Preservation Grant Guidelines with this letter. Thank you for your time and consideration.

Regards,

Nicholas Altonaga

A handwritten signature in black ink, appearing to read 'N. Altonaga', is written over a horizontal line.

Planning Director

**Item Attachment Documents:**

Draft Council Agenda for April 28, 2020.



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

NEXT RES. NO.  
R18-XX

NEXT ORD. NO.  
O18-XX

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes 4.28.2020

**Correspondence**

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

2. Public Hearing - MEPA Exclusions

**Consent Items**

**NOTICE TO THE PUBLIC**

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

3. Claims for the month of March 2020.
4. Claims for the month of April 2020.
5. Clerk/Treasurer Financial Statements for the month of March 2020.
6. Approval of Payroll Register for PPE 3/22/2020 totaling \$190,913.95.
7. Approval of Payroll Register for PPE 4/5/2020 totaling \$199,986.56.
8. Approval of Payroll Register for PPE \_\_\_\_\_ totaling \$\_\_\_\_\_.
9. Approval of Workshop Minutes of April 7, 2020.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

10. Budget/Finance Committee Minutes of April 7, 2020

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

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

**Scheduled Matters**

11. Appointment of Joshua McFarland to the Laurel Police Department.
12. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With The Billings Family YMCA For The Operation And Management Of The City Of Laurel Municipal Pool.
13. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract Between The City Of Laurel, State Of Montana, And Montana Rail Link Inc. For Construction Work On A Railroad Crossing Located Within The City Of Laurel.
14. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With \_\_\_\_\_ For Cleaning Services For City Hall.

**Items Removed From the Consent Agenda****Community Announcements (One-Minute Limit)**

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

**Council Discussion**

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

**Mayor Updates****Unscheduled Matters****Adjournment**

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

**DATES TO REMEMBER**