



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 20, 2022
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

1. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute The Construction And Maintenance Agreement For South 4th Street Public Roadway In The City Of Laurel, Yellowstone County, Montana.
2. Resolution - A Resolution Of City Council Authorizing The Mayor To Execute The Memorandum Of Agreement By And Between The City Of Laurel And The Montana Department Of Transportation Related To The Installation And Upgrading Of Sidewalk Off South 4th Street, Laurel Montana.
3. Resolution - A Resolution Of The City Council Supporting The 2022 Legislative Resolutions Of The Montana League Of Cities And Towns.
4. Resolution - A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.
5. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For The Purchase Of A Vehicle And Equipment From Kois Brothers Equipment Company, Inc.
6. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For Services Performed By 120 Water Audit, Inc. Related To Lead Service Line Compliance.
7. Resolution - A Resolution Of The City Of Laurel City Council Clarifying Legal Scope Of Resolution No. R05-23 Related To Classification Of The City Of Laurel.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute The Construction And Maintenance Agreement For South 4th Street Public Roadway In The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY OF LAUREL CITY COUNCIL AUTHORIZING
THE MAYOR TO EXECUTE THE CONSTRUCTION AND MAINTENANCE
AGREEMENT FOR SOUTH 4th STREET PUBLIC ROADWAY IN THE CITY OF
LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, a public roadway easement was granted by the Northern Pacific Railway Company, n/k/a Montana Rail Link, Inc. (hereinafter “the Railroad”) on July 26, 1961, to the State of Montana across the Railroad’s right-of-way for the public roadway now known as South 4th Street, and said easement is found in the Records of Yellowstone County at Book 780 Deeds, Page 209;

WHEREAS, the City of Laurel, the Railroad, and the Montana Department of Transportation (hereinafter “MDT”) have entered into certain agreements dated April 26, 1999, and November 4, 2002, for construction, operation, and maintenance of grade crossing signals at the grade crossing DOT# 104001W at South 4th Street;

WHEREAS, the City desires additional public improvements to South 4th Street, and the Railroad is amenable to these improvements;

WHEREAS, the parties desire that all future South 4th Street construction, reconstruction, and maintenance projects on the Railroad’s right-of-way be built in accordance with plans and specifications to be prepared by the City and approved by the Railroad;

WHEREAS, the City will own and maintain the roadway and related appurtenances, including trails, sidewalks, drainage features, crossing signals, and traffic signals;

WHEREAS, the parties agree that the Railroad will continue operating and maintaining its tracks and appurtenance, along with maintaining grade crossing warning devices by agreement(s), Montana state statutes, and by the Administrative Rules of Montana; and

WHEREAS, the parties wish to memorialize their respective rights and obligations, pursuant to the Construction and Maintenance Agreement for South 4th Street Public Roadway in the City of Laurel, Yellowstone County, Montana.

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

Section 1: Approval. The Construction and Maintenance Agreement for South 4th Street Public Roadway in the City of Laurel, Yellowstone County, Montana, by and between the City of Laurel and Montana Rail Link, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Construction and Maintenance Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SOUTH 4TH STREET PUBLIC
ROADWAY IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA**

RAILROAD IST SUBDIVISION

RAILROAD MILEPOST 0.50
CASPER BRANCH

AGREEMENT, made this ____ day of _____, 2022, between **THE CITY OF LAUREL**, a Municipal Corporation of the State of Montana, hereinafter referred to as "CITY", and **MONTANA RAIL LINK, INC.**, hereinafter referred to as "RAILROAD".

WHEREAS, a public roadway easement was granted by the Northern Pacific Railway Company on July 26, 1961, to the State of Montana across the Railroads right of way for the public roadway now known as South 4th Street, and said easement is found in the Records of Yellowstone County at Book 780 Deeds, Page 209;

WHEREAS, CITY, RAILROAD and the Montana Department of Transportation ("MDT) have entered into those certain agreements dated April 26, 1999, and November 4, 2002, for construction, operation and maintenance of grade crossing signals at the grade crossing DOT# 104001W at South 4th Street;

WHEREAS, CITY desires additional public improvements to South 4th Street, and the RAILROAD is amenable to these improvements as shown on the drawing attached and marked as Exhibit "A".

WHEREAS, the parties desire that all future South 4th Street construction, reconstruction and maintenance projects on RAILROAD's right of way be built in accordance with the plans and specifications to be prepared by CITY and approved by RAILROAD;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the contemplated roadway improvements;

WHEREAS, the CITY will own and maintain the roadway and related appurtenances, including trails, sidewalks, drainage features, crossing signals, and traffic signals;

WHEREAS, the parties agree the RAILROAD will continue operating and maintaining its tracks and appurtenances along with maintaining grade crossing warning devices by agreement(s), state statutes, and by the Administrative Rules of Montana;

NOW, THEREFORE, in consideration of the premises herein contained, the parties agree:

I

CITY or its Contractor will construct, or cause to be constructed, improvements to South 4th Street in compliance with plans developed by CITY or its engineers and approved by the RAILROAD and approved as necessary under CITY's said agreement with MDT (within its urban route). Nothing herein shall be construed or deemed to be a ratification or an adoption by the RAILROAD of any construction plans and specifications as its own. CITY will gain RAILROAD's agreement for material changes to the project plans affecting the RAILROAD right of way occurring after this agreement is signed.

The CITY will present the attached Exhibit "C", Contractor Requirements for Work on the Right of Way of the RAILROAD, to its contractors for any maintenance or reconstruction of work on the roadway or appurtenances thereto. The CITY's contractor will comply with all aspects of this attachment. There will be no equipment, manpower or work on the right of way of the RAILROAD prior to approval by the RAILROAD. **The COUNTY's contractor(s) will telephone the RAILROAD's Communication Network Control Center at (800) 338-4750** (a 24-hour number), and Utilities Underground Location Center **(800) 424-5555**, to determine if underground utilities or communication facilities are buried anywhere in the area. Nothing provided in this agreement will be construed or deemed to be a ratification or an adoption by the RAILROAD of either or both said plans and specifications as its own.

Should it become necessary for the RAILROAD to obtain the services of a consultant engineer or a contractor after this agreement is completed, and due to any exigency of the RAILROAD and the project, the CITY and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant or contractor.

II

The CITY and the RAILROAD will perform various items of work as follows:

PART A

WORK TO BE PERFORMED BY THE CITY OR ITS CONTRACTOR AT CITY EXPENSE:

1. Except as herein provided, furnish all plans, engineering, supervision, labor, material, supplies, and equipment necessary for construction of the project, complete in all details.
2. Perform all work not specifically mentioned as work performed by the RAILROAD necessary to complete the project in accordance with plans and specifications.
3. Any work or modification which, under this contract, may be performed by the contractor will nevertheless be the obligation of the CITY, and the RAILROAD will be entitled to look to the CITY for full performance thereof.
4. CITY will provide the attached Exhibit "C" Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred tot as Contractor) When working on the Railroad's Right of Way to its Contractor. The CITY's Contractor will comply with all aspects of these attachments.
5. Submit all temporary traffic control plans affecting the RAILROAD's grade crossing to RAILROAD's Director of Engineering Jim Bieber at jbieber@mtrail.com for approval. Allow a minimum of five (5) days for RAILROAD's approval of submitted traffic control plans. Any temporary traffic control plans affecting the grade crossing must not plan to alter the active grade crossing warning system and must not utilize a Railroads flagger to control vehicle traffic.
6. CITY must construct a driveway approach across the sidewalk to the RAILROAD's signal bungalow.
7. Will pay for the purchase and delivery freight for the new concrete surfaces (and end deflectors) and other costs as shown in the detailed cost estimate marked as Exhibit "B" for the two crossings at DOT#104001W. There will be a total of 88 track feet of concrete surface for both crossings purchased as depicted in Exhibit "A".
8. Provide construction stakes, including offset stakes, as needed by RAILROAD, to mark the of the outer edges of the sidewalk surface, to facilitate installation of the concrete grade crossing surfaces.
9. Provide asphalt saw cuts in the asphalt roadway surface on both sides of the tracks at the grade crossing at five (5) feet from the nearest rail to accommodate removal of existing track structure and replacement with new track structures and concrete surfaces.

10. Dispose of asphalt removed to accommodate the new concrete crossing surfaces and maintain any temporary gravel surface in the roadway between the edges of asphalt saw cuts and the newly installed concrete surfaces at the grade crossing. Place asphalt patches in that area.
11. All temporary traffic controls, detours, notifications, temporary asphalt and asphalt necessary for RAILROAD to complete their work will be the responsibility of the CITY. It is understood that the grade crossing will be fully closed to traffic for not more than one (1) day for railroad to complete its concrete crossing surface installation.
12. CITY's contractor will cooperate with RAILROAD's forces and with RAILROAD's contractors to the maximum extent possible.

PART A1

WORK TO BE PERFORMED BY THE RAILROAD AT THE CITY'S EXPENSE:

1. Railroad Flagging. Provide railroad flagging protection during the construction as deemed necessary by the RAILROAD.

PART B

WORK TO BE PERFORMED BY THE RAILROAD AT RAILROAD'S EXPENSE:

1. RAILROAD will provide not less than five (5) days' notice of staking needs.
2. Provide engineering, supervision, labor, materials (except concrete surfaces and freight), and equipment necessary for the installation of the new concrete surface including upgrades to the track structure to accommodate the new surface.
3. Install concrete crossing surface materials, including upgraded track structure, to accommodate the two (2) concrete crossing surfaces in accordance with RAILROAD's current installation policies.
4. Dispose of track structure materials removed and not reused during construction of the new concrete surfaces at RAILROAD's cost.

PART C

SEQUENCE OF OPERATION:

1. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time. Meeting will be held at or near the grade crossing prior to any construction on RAILROAD's right of way.
2. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time at the project location to inspect the project when substantially completed within the RAILROAD's right of way but prior to the Contractor's demobilization of people and equipment.
3. An announcement has been made that the RAILROAD intends to terminate its operating lease with BNSF and that such termination may be approved by the Surface Transportation Board ("STB") and consummated by RAILROAD during the term of construction for this project. It is understood that following the consummation of RAILROAD's lease termination, BNSF may require different and additional processes for consultant use, inspections, submittal reviews, flagger notifications, payments for services, track window procedures. CITY will cooperate with BNSF to ensure new processes and procedures are in place for the CITY's Contractor to continue working on the project.

III

All reconstruction, improvements, or maintenance work to be done by the CITY or its contractor on the RAILROAD's right of way, will be done in a manner satisfactory to the RAILROAD and will be performed so as not to unnecessarily interfere with the movement of trains or traffic upon the track. The CITY will require its contractor to take precautions to avoid damage to or interfere with the RAILROAD's track or trains and to notify the RAILROAD, as per Exhibit "C," whenever the contractor is about to perform work on, or adjacent to its track to enable the RAILROAD to furnish flagging and other necessary protective services and devices to ensure the safety of railway operations. The RAILROAD can furnish such flagging and protective services and devices that, in its judgment, are necessary to ensure the safety of railway operations, and the CITY will reimburse the RAILROAD for the cost thereof. Whenever safeguarding of the trains or traffic of the RAILROAD is mentioned in this agreement, it is intended to include all permitted users of the RAILROAD's track.

The CITY, its contractors and subcontractors shall plan, schedule, coordinate and conduct all work so as to not cause any delays to any trains.

IV

The RAILROAD will endeavor to submit on a monthly basis progress bills for flagging and other protective services and devices during the progress of the work contemplated by this agreement. The progress bills will contain the date and hours worked per day. The RAILROAD will submit a final and complete billing for flagging and other protective services within one hundred twenty (120) days after being notified of the completion of the project by the CITY. The attached Exhibit "C", which is made a part hereof, is a statement of conditions when flaggers, protective services, and devices will be furnished by the RAILROAD. Railroad flagging will be billed separately from the services listed in Exhibit "B".

The RAILROAD will submit progress bills to the CITY during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. The estimated cost of the work, except flagging, to be performed under this agreement by the RAILROAD's forces at the expense of the CITY is shown on the detailed estimate attached as Exhibit "B" and made a part of this agreement. The RAILROAD has inspected the materials in the field prior to signing this agreement. The salvage value of materials to be retained by the RAILROAD is shown on the attached Exhibit "B". RAILROAD shall utilize its approved public projects billing rates and methods. The CITY will reimburse the RAILROAD for the actual cost and expenses incurred in connection with said work.

It is further agreed that the final and complete billing of all incurred costs will be made by the RAILROAD at the earliest practical date and that a final audit and review will be made by the CITY. Records are to be available to the CITY or their authorized representatives for audit during the contract period and for a period of three (3) years from the date of final payment.

V

All contracts between the CITY and its contractor, for the construction provided for on the roadway facility within the RAILROAD's right-of-way, shall include language that specifies the contractor is responsible to RAILROAD, including any of its affiliate RAILROAD companies, and its tenants for all damages for any unscheduled delay to any and all freight or passenger trains that is caused by the contractor's negligence, failure to comply with its requirements under this agreement, failure to properly coordinate its work with the RAILROAD or any cause not attributable to the RAILROAD, but arising from the contractor's activities that affect RAILROAD's ability to fully utilize its equipment and to meet customer service obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment and train service employees, contractual loss of incentive pay and bonuses, and contractual penalties resulting from train delays, caused by the Contractor, or its subcontractors performing work under the project identified herein.

It is understood and agreed that this section includes any RAILROAD expenses for delays arising from RAILROAD work necessitated by acts, omissions or negligence of the contractor or subcontractors. For loss of use, contractor will be billed the current freight train hour rate per train as determined from RAILROAD's record. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period. In addition to the above damages, passenger, U.S. mail trains, and certain other grain, intermodal, coal, special and freight trains operate under incentive/penalty contracts between RAILROAD and its customers. Under these arrangements, if RAILROAD does not meet its contract service commitment, RAILROAD may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD which are attributable to a train delay caused by or related to this project.

The contractual relationship between RAILROAD and its customers is proprietary and confidential. In the event of a train delay covered by this agreement, RAILROAD will share information relevant to any train delay to the maximum extent consistent with RAILROAD confidentiality obligations. Damages for train delay for certain trains could be as high as \$50,000.00 per incident.

VI

All contracts between the CITY and a contractor, for the construction provided for, or maintenance work on the roadway within the RAILROAD right of way, will require the contractor to indemnify, defend, and hold harmless the RAILROAD and any other railroad company occupying or using the RAILROAD's right of way, or line of RAILROAD, against all loss, liability and damage including attorney's fees arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor will carry insurance of the kind and amount hereinafter specified:

- A. Commercial General Liability Insurance** – This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:
- *Bodily Injury and Property Damage
 - *Personal Injury and Advertising Injury
 - *Fire legal liability
 - *Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- *It is agreed that any workers' compensation exclusion does not apply to railroad payments related to the Federal Employers Liability Act or a railroad

Wage Continuation Program or similar program and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

*The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILROAD's property.

No other endorsements limiting coverage as respects obligations under the Agreement may be included on the policy.

B. Business Automobile Insurance – This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- *Bodily injury and property damage
- *Any and all vehicles owned, used, or hired

C. Workers Compensation and Employers Liability insurance including coverage for but not limited to:

- *Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- *Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

A Certificate of Insurance must be provided to the RAILROAD prior to commencement of work.

D. Railroad Protective Liability insurance naming only the RAILROAD as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- *Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- *Endorsed to include the Limited Seepage and Pollution Endorsement
- *Endorsed to remove any exclusion for punitive damages
- *No other endorsements restricting coverage may be added
- *The original policy must be provided to the RAILROAD prior to performing any work or services under this Agreement.

The RAILROAD is to be provided with a separate and individual Railroad Protective Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against RAILROAD for all claims and suits against RAILROAD. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against RAILROAD for all claims and suits.

The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against RAILROAD for loss of its owned or leased property or property under Contractor's care, custody, or control.

Contractor's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by RAILROAD. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and RAILROAD shall be named as an additional insured with respect to work performed under this Agreement. Severability of interest and naming RAILROAD as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work, Contractor shall furnish to RAILROAD an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify RAILROAD in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving RAILROAD arising out of this Agreement, Contractor will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to RAILROAD or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages reference above.

Not more frequently than every five years, RAILROAD may ask to reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RAILROAD shall not be limited by the amount of the required insurance coverage.

ALL certificates of insurance required for contractor performed construction, reconstruction, improvements, and/or maintenance work will be forwarded to the RAILROAD at the following address:

**MONTANA RAIL LINK INC.
Attention: Contracts Administrator
P.O. Box 16390
Missoula, MT 59808-6390
contracts@mtrail.com
(406) 523-1440 Office
(406) 523-1529 Fax**

If the CITY, its contractor, subcontractors, or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILROAD, such damage or destruction shall be corrected by the CITY in the event its contractor or the insurance carriers fail to repair or restore the same.

VII

Upon completion of any maintenance, improvements, or reconstruction work, the CITY will require its Contractor to leave the RAILROAD right of way in a condition satisfactory to the RAILROAD. This determination shall be made by RAILROAD's Chief Engineer or his designee.

VIII

The CITY agrees that in removing snow from said roadway, that the CITY will perform such snow removal in a manner as not to deposit the snow or debris on the roadbed or tracks of the RAILROAD. Any snow or debris deposited on the roadbed or track sections by actions of the CITYY will be removed by the RAILROAD with such costs of removal billed against the CITYY. The RAILROAD agrees to notify the CITY of any ongoing problem in this area.

IX

In the event said roadway shall, at any time, cease to be used by the public or otherwise become vacated or abandoned, the rights and benefits of the CITY under this agreement shall immediately cease, and the CITY shall remove said roadway at its own cost and expense. To facilitate the CITY's removal of the roadway, the RAILROAD will issue to the CITY, at no cost or expense, a permit to accomplish said removal. If after a reasonable time the CITY has not removed the facility, the RAILROAD, after providing the CITY a minimum of 60 days prior notification, may remove said facility at the expense of the CITY.

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.

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.

X

All notices, billings, payments, and other required communications ("Notices") to the Parties shall be in writing, and shall be addressed respectively as follows:

If to **CITY**:

CITY OF LAUREL
Attention Director of Public Works
115 West 1st Street
Laurel, MT 509044
Telephone (406) 628-7431

If to **RAILROAD**:

MONTANA RAIL LINK INC.
Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone (406) 523-1440
FAX (406) 523-1529

All notices shall be given (i) by personal delivery to the Parties, or (ii) by electronic communication, with a confirmation sent by mail, or (iii) by mail. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication on the next business day following receipt of the electronic communication, or (iii) if solely by mail on the next business day after actual receipt. Any Party may change its address by notice to the other Parties.

XI

This agreement will be binding on the parties hereto, their successors and assigns.

MONTANA RAIL LINK, INC.

DocuSigned by:
By: Heather Mattson
Heather Mattson
Vice President of Finance and Accounting

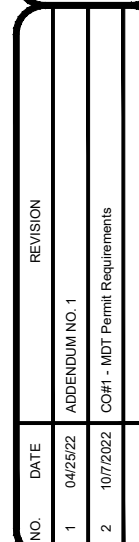
CITY OF LAUREL

By: _____

Name: _____

Title: _____

ATTEST: _____



CITY OF LAUREL

S. 4TH ST. STREETS PLAN & PROFILE STA 26+50 TO 28+50

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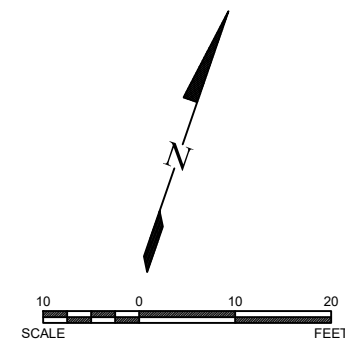


EXHIBIT "B"**MONTANA RAIL LINK, INC.**

10/24/2022

Purchase and Deliver Concrete Crossing Surface for use of at (DOT # 104001W) South 4th Street
in Laurel, Montana

Railroad Milepost 0.50 1st (Casper Branch) Subdivision

DETAILED ESTIMATE OF COST

ITEM	QTY	UNITS	UNIT	
			COST (\$)	TOTAL
CONC. CROSSING SURFACE, 10' WIDE	88.0	*TF	\$ 211.00	\$ 18,568.00
STEEL END DEFLECTORS	2	SETS	\$ 450.00	\$ 900.00
FREIGHT (DELIVERY OF CROSSING)	2	LS	\$ 3,100.00	\$ 6,200.00
ACCOUNTING FEE	1	EA	\$ 243.00	\$ 243.00
TOTAL COST TO CITY				<u>\$ 25,911.00</u>

*TF = Track Feet

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EXHIBIT "C"

Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred to as Contractor) When Working on the Railroad's Right of Way

(Note – these requirements **do not** apply to railroad workers and/or contractors or firms working for the Railroad. Any railroad worker, contractor, or firm doing work for the Railroad shall comply with the terms and conditions of their contract)

1.01 General

1.01.01 The Contractor shall plan, schedule, and conduct all work activities so as not to interfere with the movement of any trains on Railroad Property.

1.01.02 The Contractor's right to enter Railroad's Property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's Property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's Property, employees, and/or operations. Railroad has the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railroad; (ii) Contractor (or any of its subcontractors), in Railroad's opinion, prosecutes the Project work in a manner which is hazardous to Railroad property, facilities or the safe and expeditious movement of railroad traffic; (iii) any of the insurances required by Railroad are canceled during the course of the Project. The work stoppage continues until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railroad's Chief Engineer or his designee, or until additional insurance has been delivered to and accepted by Railroad. Any such work stoppage under this provision does not give rise to any liability on the part of Railroad. Railroad's right to stop the work is in addition to any other rights Railroad may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railroad desires to stop construction work on the Project, Railroad agrees to notify the following individual as soon as possible in writing:

Kurt Markegard, P.E.

City of Laurel

115 West 1st St

Laurel, MT 59044

Phone: (406) 628-4796

Email: kmarkegard@laurel.mt.gov

It is understood that written notification by Railroad may be secondary to safeguarding Railway's employees, Property, and equipment in the event of a hazardous or unsafe situation.

1.01.03 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor shall be responsible for and indemnify and save the Railroad harmless from all fines or penalties imposed or assessed by Federal,

State and Local Governmental Agencies against the Railroad which arise out of Contractor's work.

1.01.04 For any demolition, false work above any tracks, or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, furnish the Railroad a pdf electronic file (with included working drawings to be legibly printable on 11"x17" paper) showing details of construction affecting Railroad Property and tracks. Ensure the working drawings include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and ensure each of the sets of plans includes complete structural calculations of any demolition, falsework, shoring, or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" (<http://www.bnsf.com/in-the-community/pdf/bnsf-up-shoring-guide.pdf>) must be used for determining design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". For all demolition and false work plans, the current "BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan Over the BNSF Railroad" (<http://www.bnsf.com/in-the-community/pdf/bnsf-demolition-guideline.pdf>) Sections I, II, III, IV and Appendixes must be followed. Ensure all submittal drawings and calculations are sealed by a currently registered Professional Engineer licensed in the State of Montana. Ensure all calculations take into consideration railroad surcharge loading and are designed to meet American Railroad Engineering and Maintenance-of-Way Association (previously known as American Railroad Engineering Association)(AREMA) Coopers E-80 live loading standard. The Railroad will notify the City and Contractor of Railroad's comments, and Railroad will advise the City and Contractor at the time when the Railroad has no objections to submittals. Contractor may not begin work covered under submittals provided in accordance with this section until Railroad has provided, in writing, a statement of no objections. The Contractor will be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railroad's tracks. The Contractor is in no way to be relieved of responsibility for results obtained by the implementation of said plans. **Railroad has 30 calendar days to review each submittal and provide comments.**

1.01.05 Subject to the movement of the Railroad's trains, the Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor shall have no claim whatsoever for any type of damages in the event his work is delayed by the Railroad.

1.01.06 The Contractor shall take protective measures as are necessary to keep the Railroad's facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be paid for by the Contractor. Notify Railroad's Public Works Engineer as listed in this Section at least two weeks prior to the anticipated

substantial completion of the Project to arrange for a site inspection at a mutually agreeable date and time for Railroad and Contractor.

Notify the Railroad's Director of Engineering in writing, by email at: jbieber@mtrail.com or by letter to: Director of Engineering Jim Bieber, Montana Rail Link, PO Box 16390, Missoula, MT 59808 and provide blasting plans to the Railroad for review and approval at least seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railroad's Property.

1.01.07 The Contractor shall abide by the following clearances during construction, maintenance or improvements.

Abide by the following temporary clearances during construction:

15'-0" Horizontally from center line of nearest track.

22'-6" Vertically above top of rail (temporary falsework clearance may be reduced to 21'-6" Subject to specific Railroad approval)

27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts

34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

Upon completion of the project, ensure the following clearances have been maintained:

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

1.01.08 The Contractor shall not move any equipment or materials across the Railroad's track unless at a public road crossing or at an approved temporary crossing and permission has been obtained from the Railroad.

1.01.09 Discharge, release or spill on Railroad Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited, and Contractor shall immediately notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of any discharge, release or spills. Contractor shall not allow Railroad Property to become a treatment or storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.01.10 The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railroad's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause the Railroad's Property to be left in a condition acceptable to the Railroad's representative.

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

1.02.01 To initially commence flagging and/or to resume flagging after an extended period of non-use of flagging, give a minimum of thirty (30) calendar days notice to Railroad's Director of Engineering Jim Bieber, at jbieber@mtrail.com in advance of when flagging services are required in order to bulletin the Flagger position per Railroad's labor agreement requirements. If flagging services are scheduled in advance by the Contractor, and it is subsequently determined by the parties hereto that Flagger services are no longer necessary, provide a minimum of five (5) business days notice in writing to the Public Works Engineer and Roadmaster per Section 1.01.06 to abolish the position per Railroad's labor agreements.

1.02.02 Once the Project has commenced, submit schedules of required flagging needs to Railway's local Roadmaster, local Assistant Roadmaster, and Director of Engineering and any persons designated by the CITY on a weekly basis. Submit schedules for the subsequent week's flagging needs. Submit schedules electronically by email to the addresses provided by the Railroad **not later than 1400 hours (2 pm) every Thursday**. The weekly schedule is needed for Railroad's work force utilization. Failure to submit a weekly flagging schedule may result in a Flagger not being assigned to the Project when needed by Contractor. Ensure the required flagging needs emails contains the following information each week: Dates of Schedule, Days of Week, Flagger Needed (Yes/No), Contractor Work Hours, Brief Work Description. An example of one day of such a schedule is as follows:

Date	Day	Flagger Yes/No	Contractor Hours	Work Description
Jan 14	Mon	Flagger Yes	0700-1730	Setting forms

1.02.03 Railroad Flagger and protective services and devices are required and furnished when Contractor's work activities are located over or under and within twenty-five (25) feet measured horizontally from center line of the nearest track or railroad structures and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.02.03a When in the opinion of the Railroad's Flagger, Roadmaster, or Public Works Engineer, it is necessary to safeguard Railroad's Property; employees; trains; engines; and facilities, or when other conditions warrant.

1.02.03b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's Flagger, Roadmaster, or Public Works Engineer, track or other Railroad facilities may be subject to movement or settlement.

1.02.03c When work in any way interferes with the safe operation of trains at timetable speeds.

1.02.03d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.02.03e Special permission must be obtained from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.02.04 Flagging services are performed by a qualified Railroad Flagger. The sole and exclusive function of the Flagger is to protect Railroad's operations from interference by, and adverse effects from, the Contractor's activities on Railroad Right of Way. Performance of this function includes, but is not limited to: (1) setting any required protective devices and making all necessary communications with Railroad's operating groups prior to Contractor's work start time, (2) a required Job Briefing with the Contractor's on-site crew boss each day prior to work commencement, (3) providing the Contractor with advance notice of approach of railroad owned and/or operated trains or other "on-track" equipment, and (4) removing required protective devices and making necessary communications with Railroad's operating groups after Contractor work has ceased. Upon notice of approach, Contractor employees must immediately cease work within 25 feet of tracks and/or place cranes which are in positions to foul tracks in the event of a tip over into safe configurations and move to the places designated in the morning Job Briefing. Railroad flagging personnel do not have the authority to modify or change the contract plan or specifications. **Obey any Flagger safety instructions immediately and without question. Failure to comply may result in Project shut down until the situation can be resolved to Railroad's sole satisfaction and/or additional consequences for the Contractor.** Direct questions or requests for modifications, changes, or interpretations of the contract plans and/or specifications, which require railroad approval, to the railroad's Public Works Engineer as listed in Section 1.01.06.

1.02.05 The cost of Flagger services provided by the Railroad will be borne by the CITY. The current base cost per hour for one (1) Flagger is \$50.50 which includes vacation allowance, paid holidays, Railroad and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision for an eight (8)-hour basic day with time and one-half or double time for non-standard start work times, overtime, rest days and holidays. Per diem at the current rates may be charged if paid to Flagger by Railroad's labor agreements. In addition, there will be an estimated current \$30.00 per hour charge for vehicle rental, or mileage, from headquarters to set protective devices, while at Project site, remove protective devices, then return to headquarters. This rate is for the classification of Laborer 5+ Years and is shown solely for the Contractor's information, and there is no guarantee that this class of labor will actually be used or that the rates of pay shown in column will be those in effect at the time the work is undertaken. These rates are subject to any increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The flagging rates in effect at the time of performance by the Contractor hereinunder are used to calculate the actual costs of flagging pursuant to this Section 1.02.

1.02.05a A Flagger generally consists of one (1) employee. However, additional personnel may need to be assigned as a Flagging Crew at Railroad's sole discretion. Additional personnel including, but not limited to, Communications Technicians and/or Signalmen, used to protect communications and signal facilities, may be required to protect Railroad Property and operations, if deemed necessary by a Railroad Supervisor.

1.02.05b Each time a Flagger is called, the minimum period for billing is the eight (8)-hour basic day, provided the Contractor has been working 8-hour days during the week. However, two exceptions may raise the minimum billing period: (1) if overtime, as provided for in Railroad's labor agreement, was performed on a day, the minimum billing period includes the overtime plus the minimum 8-hour day, and (2) if the typical work schedule for the Contractor has been 10-hour days, the minimum billing period is the 10-hour day, plus any overtime performed that day.

1.03 Contractor Safety Requirements

1.03.01 Work in the proximity of railroad track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. Ensure all work performed by Contractors within 25 feet of the centerline of any track(s) is in compliance with Federal Railroad Administration Roadway Worker Protection regulations.

1.03.02 Any Contractor employee, its subcontractor's employee, agents or invites under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railroad's Property and subsequently released to the custody of a representative of the Contractor. Future access to the Railroad's Property by that employee will be denied.

1.03.03 All persons are prohibited from having pocketknives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railroad Property.

1.03.04 All personnel protective equipment used on Railroad Property shall meet applicable OSHA and ANSI specifications. Contractor personnel protective equipment requirements are; a) safety glasses with side shields, b) hard hats, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

1.03.05 The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railroad track. At highway/rail at-grade crossings, materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor may establish a staging and/or storage area with concurrence of the Railroad's representative.

1.03.06 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railroad Property must be left inoperable and secured against movement.

1.03.07 Contractor must not create and leave any temporary or permanent conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

1.03.08 Contractor must immediately report any damage to Railroad's Property, or any hazard that is noticed on passing trains, to the Railroad Flagger if present at the project site or to Railroad's Emergency Hotline at 1-800-498-4838. Report any vehicle or machine which has or may have come in contact with a track, signal equipment, or structure and could result in a train derailment by the quickest means possible to the Railroad Flagger if present at the job site or to the Railroad's Emergency Hotline at 1-800-498-4838.

1.04 Excavation

1.04.01 Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located within the project's work area. Excavating on Railroad Property could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **A minimum of three (3) business days before any excavation commences, the Contractor must contact the Railroad's**

Signal Supervisor Nathan Kluck at (406) 570-5993 and Roadmaster Russ Young at (406) 698-8882 and advise them of the upcoming excavation and allow them to arrange for any signal and communications lines to be located by Railroad's personnel. If neither the Signal Supervisor nor the Roadmaster are reached, contact Railroad's main office at (406) 523-1440 and advise the Director of Engineering of the situation. Railroad is not a party to One-Call Locates. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.02 The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if unexpected obstructions are encountered. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.03 All excavations shall be conducted in compliance with applicable OSHA regulations, and regardless of depth, shall be shored where there is any danger to tracks, structures or personnel.

1.04.04 Any excavations, holes or trenches on Railroad Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, all areas must be secured and left in a condition that will ensure that Railroad employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.05 Hazardous Waste, Substances and Material Reporting

1.05.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to the railroad's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify the Railroad's Chief Dispatcher at 1-800-338-4750, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.06 Insurance Requirements

1.06.01 For projects involving construction or demolition on the Railroad's Property or Right of Way, the Contractor will provide proof of insurance which conforms to the current requirements of the Railroad. The current insurance requirements of the Railroad can be obtained from the Public Works Engineer at (406) 523-1440. Unless

specifically notified that Railroad Protective Insurance is not required, the Contractor should assume Railroad Protective Insurance is a requirement of any work on Railroad Property or Right of Way.

1.07 Personal Injury Reporting

1.07.01 The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invites while on the Railroad's Property must be reported immediately (by phone mail if unable to contact in person) to the Railroad's representative in charge of the project. **The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railroad at 1(406) 523-1529** and a copy to the Railroad's Flagger, if present, no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
[i.e. (a) Laceration (b) Hand]
11. Description of Accident (to include location, action, result, etc.): _____
12. Treatment:
G First Aid Only
G Required Medical Treatment
G Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILROAD AT (406) 523-1529
AND COPY TO
RAILROAD FLAGGER (IF PRESENT)**

RESOLUTION NO. R22-39

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SOUTH 4TH STREET PUBLIC ROADWAY BY AND BETWEEN THE CITY OF LAUREL AND MONTANA RAIL LINK, INC.

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

Section 1: Approval. The Construction and Maintenance Agreement for South 4th Street Public Roadway in the City of Laurel, Yellowstone County, Montana, by and between the City of Laurel and Montana Rail Link, Inc. (hereinafter "the Construction and Maintenance Agreement for South 4th Street"), a copy attached hereto and incorporated herein, is hereby approved.

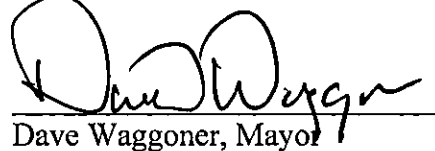
Section 2: Execution. The Mayor is hereby given authority to execute the Construction and Maintenance Agreement for South 4th Street on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of August 2022, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of August 2022.

APPROVED by the Mayor the 9th day of August 2022.


CITY OF LAUREL


Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

**CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SOUTH 4TH STREET PUBLIC
ROADWAY IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA**

RAILROAD 1ST SUBDIVISION

RAILROAD MILEPOST 0.50

DOT# 104001W

AGREEMENT, made this 9th day of August, 2022 (the "Effective Date"), between the CITY OF LAUREL, a Municipal Corporation of the State of Montana, hereinafter referred to as "CITY", and MONTANA RAIL LINK, INC., a Montana Corporation, hereinafter referred to as "RAILROAD":

WITNESSETH:

WHEREAS, RAILROAD has entered into a long-term lease with the Burlington Northern Railroad Company, a successor in interest to the Northern Pacific Railway Company, now known as the BNSF Railway Company ("BNSF"), to operate a railway company and maintain railroad tracks and infrastructure on the said RAILROAD right of way;

WHEREAS, a public roadway easement was granted by the Northern Pacific Railway Company on July 26, 1961, to the State of Montana across the RAILROAD's right of way for the public roadway now known as South 4th Street, and said easement is found in the Records of Yellowstone County at Book 780 Deeds, Page 209;

WHEREAS, CITY, RAILROAD, and the Montana Department of Transportation ("MDT") have entered into those certain agreements dated April 26, 1999, and November 4, 2002, for construction, operation and maintenance of grade crossing signals at the grade crossing DOT# 104001W at South 4th Street;

WHEREAS, CITY desires additional public improvements to South 4th Street, and the RAILROAD is amenable to these improvements as shown on the map attached and marked as Exhibit "A";

WHEREAS, the parties desire that all future South 4th Street construction, reconstruction, and maintenance projects on RAILROAD's right of way be built in accordance with plans and specifications to be prepared by CITY and approved by RAILROAD;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the contemplated roadway improvements;

WHEREAS, the CITY will own and maintain the roadway and related appurtenances, including trails, sidewalks, drainage features, crossing signals, and traffic signals;

WHEREAS, the parties agree the RAILROAD will continue operating and maintaining its tracks and appurtenances along with maintaining grade crossing warning devices by agreement(s) and by the Administrative Rules of Montana;

NOW, THEREFORE, in consideration of the premises herein contained, the parties agree:

I

CITY or its Contractor will construct, or cause to be constructed, improvements to Griffin Drive in compliance with plans developed by CITY or its engineers and approved by the RAILROAD and approved as necessary under CITY's said agreement with MDT (within its urban route). Nothing herein shall be construed or deemed to be a ratification or an adoption by the RAILROAD of any construction plans and specifications as its own. CITY will gain RAILROAD's agreement for material changes to the project plans affecting the RAILROAD's right of way occurring after this agreement is signed

The CITY will present the attached Exhibit "C", Contractor Requirements for Work on the Right of Way of the RAILROAD, to its contractors for any maintenance or reconstruction work on the roadway or appurtenances thereto. The CITY's contractor will comply with all aspects of this attachment. There will be no equipment, manpower or work on the right of way of the RAILROAD prior to approval by the RAILROAD. **The CITY's contractor(s) will telephone the RAILROAD's Communication Network Control Center at (800) 338-4750 (a 24-hour number), and Utilities Underground Location Center (800) 424-5555, to determine if underground utilities or communication facilities are buried anywhere in the area.**

Should it become necessary for the RAILROAD to obtain the services of a consultant engineer or a contractor after this agreement is completed, and due to any exigency of the RAILROAD and the project, the CITY and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant or contractor.

II

CITY and the RAILROAD will perform various items of work as follows:

PART A

WORK TO BE PERFORMED BY CITY (OR ITS CONTRACTOR) AT CITY EXPENSE:

1. Except as herein provided, furnish all plans, engineering, supervision, labor, materials, supplies, and equipment necessary for construction of the project, complete in all details.
2. Perform all work not specifically mentioned as work performed by the RAILROAD necessary to complete the project in accordance with the plans and specifications.

3. Any work or modification which, under this agreement, may be performed by the Contractor will nevertheless be the obligation of the CITY, and the RAILROAD will be entitled to look to the CITY for full performance thereof.
4. CITY will provide the attached Exhibit "C" "Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred to as Contractor) When Working on the Railroad's Right of Way" to its Contractor. The CITY's Contractor will comply with all aspects of these attachments.
5. Submit all temporary traffic control plans affecting the RAILROAD's grade crossing to RAILROAD's Director of Engineering Jim Bieber at jbieber@mtrail.com for approval. Allow a minimum of three (3) days for RAILROAD's approval of submitted traffic control plans. Any temporary traffic control plans affecting the grade crossing must not plan to alter the active grade crossing warning system and must not utilize a Railroad's flagger to control vehicle traffic.
6. Construct a driveway approach across the sidewalk to RAILROAD's signal bungalow area.
7. CITY will pay for the purchase and delivery freight for new concrete surfaces (and end deflectors) for the two track crossings at DOT# 104001W. There will be a total of 65 track feet of concrete surface (two 32.5-foot-long) purchased.
8. Provide construction stakes, including offset stakes, as needed by RAILROAD, to mark the extents of the outer edges of trail surfaces, to facilitate installation of the concrete grade crossing surfaces.
9. Provide asphalt saw cuts in the asphalt roadway surface on both sides of the tracks at the grade crossing at five feet (5') from the nearest rail to accommodate removal of existing track structure and replacement with new track structures and concrete surfaces.
10. Dispose of asphalt removed to accommodate the new concrete crossing surfaces and maintain any temporary gravel surface in the roadway between the edges of asphalt saw cuts and the newly installed concrete surfaces at the grade crossing. Place asphalt patches in that area.
11. All temporary traffic controls, detours, notifications, temporary asphalt, and asphalt necessary for RAILROAD to complete their work will be the responsibility of the CITY. It is understood that the grade crossing will be fully closed to traffic for not more than one (1) day for railroad to complete its concrete crossing surface installation.
12. CITY's Contractor will cooperate with RAILROAD's forces and with RAILROAD's contractors to the maximum extent possible.

PART B1

WORK TO BE PERFORMED BY THE RAILROAD AT CITY'S EXPENSE:

1. Railroad Flagging. Provide railroad flagging protection during construction as deemed necessary by the RAILROAD.

PART B2

WORK TO BE PERFORMED BY THE RAILROAD AT RAILROAD'S EXPENSE:

1. RAILROAD will provide not less than five (5) days' notice of staking needs.
2. Provide at least five (5) days' notice of staking needs.
3. Provide engineering, supervision, labor, materials (except concrete surfaces and their freight), and equipment necessary for the installation of the new concrete crossing surface including upgrades to the track structure to accommodate the new surface.
4. Install concrete crossing surface materials, including upgraded track structure, to accommodate two 32.5-foot-long concrete surfaces in accordance with RAILROAD's current installation policies.
5. Dispose of track structure materials removed and not reused during construction of the new concrete surfaces at RAILROAD's cost.

PART C

SEQUENCE OF OPERATION:

1. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time. Meeting will be held at or near the grade crossing prior to any construction on RAILROAD's right of way.
2. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time at the project location to inspect the project when substantially completed within the RAILROAD's right of way but prior to the Contractor's demobilization of people and equipment.

III

All reconstruction, improvements, or maintenance work to be done by the CITY or its contractor on the RAILROAD's right of way will be done in a manner satisfactory to the RAILROAD and will be performed so as not to unnecessarily interfere with the movement of trains or traffic upon the track. The CITY will require its Contractor to take precautions to avoid damage to or interfere with the RAILROAD's track or trains and to notify the RAILROAD, as per Exhibit "C," whenever the contractor is about to perform work on, or adjacent to its track to enable the RAILROAD, upon proper notice from CITY's Contractor, to furnish flagging and other necessary protective services and devices to ensure the safety of railway operations. The RAILROAD can furnish such flagging and protective services and devices that, in its judgment, are necessary to ensure the safety of railway operations, and the CITY will reimburse the RAILROAD for the cost thereof. Whenever safeguarding of the trains or traffic of the RAILROAD is mentioned in this agreement, it is intended to include all permitted users of the RAILROAD's track.

The CITY, its contractors and subcontractors shall plan, schedule, coordinate and conduct all work so as not to cause any delay to any train.

IV

The RAILROAD will endeavor to submit on a regular basis progress bills for flagging and other protective services and devices during any work contemplated by this agreement. The progress bills will contain the dates and hours worked per day. The RAILROAD will submit a final and complete billing for flagging and other protective services within one hundred twenty (120) days after being notified of the completion of the project by the CITY. The attached Exhibit "C," which is made a part hereof, is a statement of conditions when flaggers, protective services and devices will be furnished by the RAILROAD. Railroad flagging will be billed separately from the services listed in Exhibit "B."

The RAILROAD will submit progress bills to the CITY during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. The estimated cost of the work, except flagging, to be performed under this agreement by the RAILROAD's forces at the expense of the CITY is shown on the detailed estimate attached as Exhibit "B" and made a part of this agreement. The RAILROAD has inspected the materials in the field prior to signing this agreement. The salvage value of materials to be retained by the RAILROAD is shown on the attached Exhibit "B". RAILROAD shall utilize its approved public projects billing rates and methods. The CITY will reimburse the RAILROAD for the actual cost and expenses incurred in connection with said work.

It is further agreed that the final and complete billing of all incurred costs will be made by the RAILROAD at the earliest practical date and that a final audit and review will be made by the CITY. Records are to be available to the CITY or their authorized representatives for audit during the contract period and for a period of three (3) years from the date of final payment.

V

All contracts between the CITY and its contractor, for the construction provided for on the roadway facility within the RAILROAD's right-of-way, shall include language that specifies the contractor is responsible to RAILROAD, including any of its affiliate RAILROAD companies, and its tenants for all damages for any unscheduled delay to any and all freight or passenger trains that is caused by the contractor's negligence, failure to comply with its requirements under this agreement, failure to properly coordinate its work with the RAILROAD or any cause not attributable to the RAILROAD, but arising from the contractor's activities that affect RAILROAD's ability to fully utilize its equipment and to meet customer service obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment and train service employees, contractual loss of incentive pay and bonuses, and contractual penalties resulting from train delays, caused by the Contractor, or its subcontractors performing work under the project identified herein.

It is understood and agreed that this section includes any RAILROAD expenses for delays arising from RAILROAD work necessitated by acts, omissions or negligence of the contractor or subcontractors. For loss of use, contractor will be billed the current freight train hour rate per train as determined from RAILROAD's record. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period. In addition to the above damages, passenger, U.S. mail trains, and certain other grain, intermodal, coal, special and freight trains operate under incentive/penalty contracts between RAILROAD and its customers. Under these arrangements, if RAILROAD does not meet its contract service commitment, RAILROAD may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD which are attributable to a train delay caused by or related to this project.

The contractual relationship between RAILROAD and its customers is proprietary and confidential. In the event of a train delay covered by this agreement, RAILROAD will share information relevant to any train delay to the maximum extent consistent with RAILROAD confidentiality obligations. Damages for train delay for certain trains could be as high as \$50,000.00 per incident.

VI

All contracts between the CITY and a contractor, for the construction provided for, or maintenance work on the roadway within the RAILROAD right of way, will require the contractor to indemnify, defend, and hold harmless the RAILROAD and any other railroad company occupying or using the RAILROAD's right of way, or line of RAILROAD, against all loss, liability and damage including attorney's fees arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor will carry insurance of the kind and amount hereinafter specified:

- A. Commercial General Liability Insurance** – This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following;

- *Bodily Injury and Property Damage
- *Personal Injury and Advertising Injury
- *Fire legal liability
- *Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- *It is agreed that any workers' compensation exclusion does not apply to railroad payments related to the Federal Employers Liability Act or a railroad Wage Continuation Program or similar program and any payments made are

deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

*The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILROAD's property.

No other endorsements limiting coverage as respects obligations under the Agreement may be included on the policy.

B. Business Automobile Insurance – This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- *Bodily injury and property damage
- *Any and all vehicles owned, used, or hired

C. Workers Compensation and Employers Liability insurance including coverage for but not limited to:

- *Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- *Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

A Certificate of Insurance must be provided to the RAILROAD prior to commencement of work.

D. Railroad Protective Liability insurance naming only the RAILROAD as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- *Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- *Endorsed to include the Limited Seepage and Pollution Endorsement
- *Endorsed to remove any exclusion for punitive damages
- *No other endorsements restricting coverage may be added
- *The original policy must be provided to the RAILROAD prior to performing any work or services under this Agreement.

The RAILROAD is to be provided with a separate and individual Railroad Protective Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against RAILROAD for all claims and suits against RAILROAD. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against RAILROAD for all claims and suits.

The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against RAILROAD for loss of its owned or leased property or property under Contractor's care, custody, or control.

Contractor's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by RAILROAD. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and RAILROAD shall be named as an additional insured with respect to work performed under this Agreement. Severability of interest and naming RAILROAD as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work, Contractor shall furnish to RAILROAD an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify RAILROAD in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving RAILROAD arising out of this Agreement, Contractor will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to RAILROAD or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages reference above.

Not more frequently than every five years, RAILROAD may ask to reasonably modify the

required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RAILROAD shall not be limited by the amount of the required insurance coverage.

ALL certificates of insurance required for contractor performed construction, reconstruction, improvements, and/or maintenance work will be forwarded to the RAILROAD at the following address:

**MONTANA RAIL LINK INC.
Attention: Contracts Administrator
P.O. Box 16390
Missoula, MT 59808-6390
contracts@mtrail.com
(406) 523-1566 Office
(406) 523-1529 Fax**

If the CITY, its contractor, subcontractors, or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILROAD, such damage or destruction shall be corrected by the CITY in the event its contractor or the insurance carriers fail to repair or restore the same.

VII

Upon completion of any maintenance, improvements, or reconstruction work, the CITY will require its Contractor to leave the RAILROAD right of way in a condition satisfactory to the RAILROAD. This determination shall be made by the RAILROAD's Chief Engineer or his designee.

VIII

The CITY agrees that in removing snow from said roadway and appurtenances (including trails/sidewalks), that the CITY will perform such snow removal in a manner as not to deposit the snow or debris on the roadbed or tracks of the RAILROAD. Any snow or debris deposited on the roadbed or track sections by actions of the CITY will be removed by

the RAILROAD with such costs of removal billed against the CITY. The RAILROAD agrees to notify the CITY of any ongoing problem in this area.

IX

In the event said roadway shall, at any time, cease to be used by the public or otherwise become vacated or abandoned, the rights and benefits of the CITY under this agreement shall immediately cease, and the CITY shall remove said roadway at its own cost and expense. To facilitate the CITY's removal of the roadway, the RAILROAD will issue to the CITY, at no cost or expense, a permit to accomplish said removal. If after a reasonable time the CITY has not removed the facility, the RAILROAD, after providing the CITY a minimum of 60 days prior notification, may remove said facility at the expense of the CITY.

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.

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.

X

All notices, billings, payments, and other required communications ("Notices") to the Parties shall be in writing, and shall be addressed respectively as follows:

If to **CITY**: CITY OF LAUREL
 Attention: Director of Public Works
 115 West 1st Street
 Laurel, MT 509044
 Telephone: (406) 628-7431

If to **RAILROAD**: MONTANA RAIL LINK INC.
 Office of the Chief Engineer
 P.O. Box 16390
 Missoula, MT 59808-6390
 Telephone: (406) 523-1440
 FAX (406) 523-1529

Telephone: (406) 628-7431

If to **RAILROAD:**

MONTANA RAIL LINK INC.
Office of the Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone: (406) 523-1440
FAX (406) 523-1529

All notices shall be given (i) by personal delivery to the Parties, or (ii) by electronic communication, with a confirmation sent by mail, or (iii) by mail. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication on the next business day following receipt of the electronic communication, or (iii) if solely by mail on the next business day after actual receipt. Any Party may change its address by notice to the other Parties.

XI

This agreement will be binding on the parties hereto, their successors and assigns.

MONTANA RAIL LINK, INC.

By: _____
Heather Mattson
VP Finance and Accounting

CITY OF LAUREL

By: David Waggoner

Name: DAVID WAGGONER

Title: MAYOR

Attest: Michelle LB

EXHIBIT "B"**MONTANA RAIL LINK, INC.**

Purchase and Deliver Concrete Crossing Surface for Use at (DOT# 104001W) South 4th Street
in Laurel, Montana

Railroad Milepost 0.50, 1st (Casper Branch) Subdivision

05/31/22

DETAILED ESTIMATE OF COST

ITEM	QTY	UNITS	UNIT	TOTAL
			COST (\$)	
CONCRETE CROSSING SURFACE	65	*TF	\$ 211.00	\$ 13,715.00
STEEL END DEFLECTORS	2	SETS	\$ 450.00	\$ 900.00
FREIGHT (DELIVERY OF CROSSING)	2	LOAD	\$ 2,975.00	\$ 5,950.00
ACCOUNTING FEE	1	EA	\$ 243.00	\$ 243.00
ESTIMATED COST TO CITY OF LAUREL				<u>\$ 20,808.00</u>

*TF = Track Feet

EXHIBIT "C"

Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred to as Contractor) When Working on the Railroad's Right of Way

(Note – these requirements **do not** apply to railroad workers and/or contractors or firms working for the Railroad. Any railroad worker, contractor, or firm doing work for the Railroad shall comply with the terms and conditions of their contract)

1.01 General

1.01.01 The Contractor shall plan, schedule, and conduct all work activities so as not to interfere with the movement of any trains on Railroad Property.

1.01.02 The Contractor's right to enter Railroad's Property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's Property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's Property, employees, and/or operations. Railroad has the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railroad; (ii) Contractor (or any of its subcontractors), in Railroad's opinion, prosecutes the Project work in a manner which is hazardous to Railroad property, facilities or the safe and expeditious movement of railroad traffic; (iii) any of the insurances required by Railroad are canceled during the course of the Project. The work stoppage continues until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railroad's Chief Engineer or his designee, or until additional insurance has been delivered to and accepted by Railroad. Any such work stoppage under this provision does not give rise to any liability on the part of Railroad. Railroad's right to stop the work is in addition to any other rights Railroad may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railroad desires to stop construction work on the Project, Railroad agrees to notify the following individual as soon as possible in writing:

Kurt Markegard, P.E.

City of Laurel

115 West 1st St

Laurel, MT 59044

Phone: (406) 628-4796

Email: kmarkegard@laurel.mt.gov

It is understood that written notification by Railroad may be secondary to safeguarding Railway's employees, Property, and equipment in the event of a hazardous or unsafe situation.

1.01.03 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor shall be responsible for and indemnify and save the Railroad harmless from all fines or penalties imposed or assessed by Federal,

State and Local Governmental Agencies against the Railroad which arise out of Contractor's work.

1.01.04 For any demolition, false work above any tracks, or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, furnish the Railroad a pdf electronic file (with included working drawings to be legibly printable on 11"x17" paper) showing details of construction affecting Railroad Property and tracks. Ensure the working drawings include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and ensure each of the sets of plans includes complete structural calculations of any demolition, falsework, shoring, or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" (<http://www.bnsf.com/in-the-community/pdf/bnsf-up-shoring-guide.pdf>) must be used for determining design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". For all demolition and false work plans, the current "BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan Over the BNSF Railroad" (<http://www.bnsf.com/in-the-community/pdf/bnsf-demolition-guideline.pdf>) Sections I, II, III, IV and Appendixes must be followed. Ensure all submittal drawings and calculations are sealed by a currently registered Professional Engineer licensed in the State of Montana. Ensure all calculations take into consideration railroad surcharge loading and are designed to meet American Railroad Engineering and Maintenance-of-Way Association (previously known as American Railroad Engineering Association)(AREMA) Coopers E-80 live loading standard. The Railroad will notify the City and Contractor of Railroad's comments, and Railroad will advise the City and Contractor at the time when the Railroad has no objections to submittals. Contractor may not begin work covered under submittals provided in accordance with this section until Railroad has provided, in writing, a statement of no objections. The Contractor will be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railroad's tracks. The Contractor is in no way to be relieved of responsibility for results obtained by the implementation of said plans. **Railroad has 30 calendar days to review each submittal and provide comments.**

1.01.05 Subject to the movement of the Railroad's trains, the Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor shall have no claim whatsoever for any type of damages in the event his work is delayed by the Railroad.

1.01.06 The Contractor shall take protective measures as are necessary to keep the Railroad's facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be paid for by the Contractor. Notify Railroad's Public Works Engineer as listed in this Section at least two weeks prior to the anticipated

substantial completion of the Project to arrange for a site inspection at a mutually agreeable date and time for Railroad and Contractor.

Notify the Railroad's Director of Engineering in writing, by email at: jbieber@mtrail.com or by letter to: Director of Engineering Jim Bieber, Montana Rail Link, PO Box 16390, Missoula, MT 59808 and provide blasting plans to the Railroad for review and approval at least seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railroad's Property.

1.01.07 The Contractor shall abide by the following clearances during construction, maintenance or improvements.

Abide by the following temporary clearances during construction:

15'-0" Horizontally from center line of nearest track.

22'-6" Vertically above top of rail (temporary falsework clearance may be reduced to 21'-6" Subject to specific Railroad approval)

27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts

34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

Upon completion of the project, ensure the following clearances have been maintained:

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

1.01.08 The Contractor shall not move any equipment or materials across the Railroad's track unless at a public road crossing or at an approved temporary crossing and permission has been obtained from the Railroad.

1.01.09 Discharge, release or spill on Railroad Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited, and Contractor shall immediately notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of any discharge, release or spills. Contractor shall not allow Railroad Property to become a treatment or storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.01.10 The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railroad's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause the Railroad's Property to be left in a condition acceptable to the Railroad's representative.

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

1.02.01 To initially commence flagging and/or to resume flagging after an extended period of non-use of flagging, give a minimum of thirty (30) calendar days notice to Railroad's Director of Engineering Jim Bieber, at jbieber@mtrail.com in advance of when flagging services are required in order to bulletin the Flagger position per Railroad's labor agreement requirements. If flagging services are scheduled in advance by the Contractor, and it is subsequently determined by the parties hereto that Flagger services are no longer necessary, provide a minimum of five (5) business days notice in writing to the Public Works Engineer and Roadmaster per Section 1.01.06 to abolish the position per Railroad's labor agreements.

1.02.02 Once the Project has commenced, submit schedules of required flagging needs to Railway's local Roadmaster, local Assistant Roadmaster, and Director of Engineering and any persons designated by the CITY on a weekly basis. Submit schedules for the subsequent week's flagging needs. Submit schedules electronically by email to the addresses provided by the Railroad not later than 1400 hours (2 pm) every Thursday. The weekly schedule is needed for Railroad's work force utilization. Failure to submit a weekly flagging schedule may result in a Flagger not being assigned to the Project when needed by Contractor. Ensure the required flagging needs emails contains the following information each week: Dates of Schedule, Days of Week, Flagger Needed (Yes/No), Contractor Work Hours, Brief Work Description. An example of one day of such a schedule is as follows:

Date	Day	Flagger Yes/No	Contractor Hours	Work Description
Jan 14	Mon	Flagger Yes	0700-1730	Setting forms

1.02.03 Railroad Flagger and protective services and devices are required and furnished when Contractor's work activities are located over or under and within twenty-five (25) feet measured horizontally from center line of the nearest track or railroad structures and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.02.03a When in the opinion of the Railroad's Flagger, Roadmaster, or Public Works Engineer, it is necessary to safeguard Railroad's Property; employees; trains; engines; and facilities, or when other conditions warrant.

1.02.03b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's Flagger, Roadmaster, or Public Works Engineer, track or other Railroad facilities may be subject to movement or settlement.

1.02.03c When work in any way interferes with the safe operation of trains at timetable speeds.

1.02.03d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.02.03e Special permission must be obtained from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.02.04 Flagging services are performed by a qualified Railroad Flagger. The sole and exclusive function of the Flagger is to protect Railroad's operations from interference by, and adverse effects from, the Contractor's activities on Railroad Right of Way. Performance of this function includes, but is not limited to: (1) setting any required protective devices and making all necessary communications with Railroad's operating groups prior to Contractor's work start time, (2) a required Job Briefing with the Contractor's on-site crew boss each day prior to work commencement, (3) providing the Contractor with advance notice of approach of railroad owned and/or operated trains or other "on-track" equipment, and (4) removing required protective devices and making necessary communications with Railroad's operating groups after Contractor work has ceased. Upon notice of approach, Contractor employees must immediately cease work within 25 feet of tracks and/or place cranes which are in positions to foul tracks in the event of a tip over into safe configurations and move to the places designated in the morning Job Briefing. Railroad flagging personnel do not have the authority to modify or change the contract plan or specifications. **Obey any Flagger safety instructions immediately and without question. Failure to comply may result in Project shut down until the situation can be resolved to Railroad's sole satisfaction and/or additional consequences for the Contractor.** Direct questions or requests for modifications, changes, or interpretations of the contract plans and/or specifications, which require railroad approval, to the railroad's Public Works Engineer as listed in Section 1.01.06.

1.02.05 The cost of Flagger services provided by the Railroad will be borne by the CITY. The current base cost per hour for one (1) Flagger is \$50.50 which includes vacation allowance, paid holidays, Railroad and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision for an eight (8)-hour basic day with time and one-half or double time for non-standard start work times, overtime, rest days and holidays. Per diem at the current rates may be charged if paid to Flagger by Railroad's labor agreements. In addition, there will be an estimated current \$30.00 per hour charge for vehicle rental, or mileage, from headquarters to set protective devices, while at Project site, remove protective devices, then return to headquarters. This rate is for the classification of Laborer 5+ Years and is shown solely for the Contractor's information, and there is no guarantee that this class of labor will actually be used or that the rates of pay shown in column will be those in effect at the time the work is undertaken. These rates are subject to any increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The flagging rates in effect at the time of performance by the Contractor hereinunder are used to calculate the actual costs of flagging pursuant to this Section 1.02.

1.02.05a A Flagger generally consists of one (1) employee. However, additional personnel may need to be assigned as a Flagging Crew at Railroad's sole discretion. Additional personnel including, but not limited to, Communications Technicians and/or Signalmen, used to protect communications and signal facilities, may be required to protect Railroad Property and operations, if deemed necessary by a Railroad Supervisor.

1.02.05b Each time a Flagger is called, the minimum period for billing is the eight (8)-hour basic day, provided the Contractor has been working 8-hour days during the week. However, two exceptions may raise the minimum billing period: (1) if overtime, as provided for in Railroad's labor agreement, was performed on a day, the minimum billing period includes the overtime plus the minimum 8-hour day, and (2) if the typical work schedule for the Contractor has been 10-hour days, the minimum billing period is the 10-hour day, plus any overtime performed that day.

1.03 Contractor Safety Requirements

1.03.01 Work in the proximity of railroad track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. Ensure all work performed by Contractors within 25 feet of the centerline of any track(s) is in compliance with Federal Railroad Administration Roadway Worker Protection regulations.

1.03.02 Any Contractor employee, its subcontractor's employee, agents or invites under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railroad's Property and subsequently released to the custody of a representative of the Contractor. Future access to the Railroad's Property by that employee will be denied.

1.03.03 All persons are prohibited from having pocketknives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railroad Property.

1.03.04 All personnel protective equipment used on Railroad Property shall meet applicable OSHA and ANSI specifications. Contractor personnel protective equipment requirements are; a) safety glasses with side shields, b) hard hats, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

1.03.05 The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railroad track. At highway/rail at-grade crossings, materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor may establish a staging and/or storage area with concurrence of the Railroad's representative.

1.03.06 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railroad Property must be left inoperable and secured against movement.

1.03.07 Contractor must not create and leave any temporary or permanent conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

1.03.08 Contractor must immediately report any damage to Railroad's Property, or any hazard that is noticed on passing trains, to the Railroad Flagger if present at the project site or to Railroad's Emergency Hotline at 1-800-498-4838. Report any vehicle or machine which has or may have come in contact with a track, signal equipment, or structure and could result in a train derailment by the quickest means possible to the Railroad Flagger if present at the job site or to the Railroad's Emergency Hotline at 1-800-498-4838.

1.04 Excavation

1.04.01 Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located within the project's work area. Excavating on Railroad Property could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **A minimum of three (3) business days before any excavation commences, the Contractor must contact the Railroad's**

Signal Supervisor Nathan Kluck at (406) 570-5993 and Roadmaster Russ Young at (406) 698-8882 and advise them of the upcoming excavation and allow them to arrange for any signal and communications lines to be located by Railroad's personnel. If neither the Signal Supervisor nor the Roadmaster are reached, contact Railroad's main office at (406) 523-1440 and advise the Director of Engineering of the situation. Railroad is not a party to One-Call Locates. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.02 The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if unexpected obstructions are encountered. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.03 All excavations shall be conducted in compliance with applicable OSHA regulations, and regardless of depth, shall be shored where there is any danger to tracks, structures or personnel.

1.04.04 Any excavations, holes or trenches on Railroad Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, all areas must be secured and left in a condition that will ensure that Railroad employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.05 Hazardous Waste, Substances and Material Reporting

1.05.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to the railroad's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify the Railroad's Chief Dispatcher at 1-800-338-4750, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.06 Insurance Requirements

1.06.01 For projects involving construction or demolition on the Railroad's Property or Right of Way, the Contractor will provide proof of insurance which conforms to the current requirements of the Railroad. The current insurance requirements of the Railroad can be obtained from the Public Works Engineer at (406) 523-1440. Unless

specifically notified that Railroad Protective Insurance is not required, the Contractor should assume Railroad Protective Insurance is a requirement of any work on Railroad Property or Right of Way.

1.07 Personal Injury Reporting

1.07.01 The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invites while on the Railroad's Property must be reported immediately (by phone mail if unable to contact in person) to the Railroad's representative in charge of the project. **The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railroad at 1(406) 523-1529** and a copy to the Railroad's Flagger, if present, no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
[i.e. (a) Laceration (b) Hand]
11. Description of Accident (to include location, action, result, etc.): _____
12. Treatment:
G First Aid Only
G Required Medical Treatment
G Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILROAD AT (406) 523-1529
AND COPY TO
RAILROAD FLAGGER (IF PRESENT)**

File Attachments for Item:

2. Resolution - A Resolution Of City Council Authorizing The Mayor To Execute The Memorandum Of Agreement By And Between The City Of Laurel And The Montana Department Of Transportation Related To The Installation And Upgrading Of Sidewalk Off South 4th Street, Laurel Montana.

RESOLUTION NO. R22-_____

**A RESOLUTION OF CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
CITY OF LAUREL AND THE MONTANA DEPARTMENT OF TRANSPORTATION
RELATED TO THE INSTALLATION AND UPGRADING OF SIDEWALK OFF
SOUTH 4TH STREET, LAUREL MONTANA.**

WHEREAS, the City of Laurel (hereinafter “the City”) has proposed reconstruction of South 4th Street (hereinafter “the Project”) with project specific features including sidewalk and curb and gutter within the US Hwy 212 (N-4D) right of way at Mile Marker 54.4;

WHEREAS, the City and the Montana Department of Transportation (hereinafter “MDT”) need to set forth the respective responsibilities and duties of the Parties associated with the installation and upgrading of sidewalk and curb and gutter off South 4th Street in Laurel Montana;

WHEREAS, the MDT is responsible for planning, designing, constructing, and maintaining State highway and roadway associated transportation facilities, including associated pull-offs, parking areas, and rest areas for the use and benefit of the traveling public, in a safe and efficient manner in accordance with Title 23 United States Code (U.S.C.) and Title 60 Montana Code Annotated (MCA) including US Hwy 212 (N-4D) a Montana Transportation Commission (Commission)-designated highway system route at mile marker 54.4; and

WHEREAS, the City has agreed to maintain, or cause to be maintained, Project facilities and specific features along US Hwy 212 (N-4D) at mile marker 54.4; and

WHEREAS, before the construction of the Project can be initiated within Commission-designated right-of-way, the parties must memorialize their respective rights and responsibilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council authorizes the Mayor to execute the Memorandum of Agreement by and between the City and MDT.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY/STATE
MEMORANDUM OF AGREEMENT
Sidewalk Repair, City of Laurel
October 2022

This Memorandum of Agreement (Agreement) is made and entered into by and between the City of Laurel (“the City”), 115 West 1st Street, Laurel, MT 59044 and the Montana Department of Transportation (“MDT”), PO Box 201001, Helena MT 59620-1001 together referred to as “the Parties.”

The Purpose of this Agreement is to set forth the respective responsibilities and duties of the Parties associated with the installation and upgrading of sidewalk off South 4th Street in Laurel Montana. The City has proposed reconstruction of South 4th Street (“Project”) with project specific features including sidewalk and curb and gutter within the US Hwy 212 (N-4D) right of way at mile marker 54.4 per the approved plans shown in Attachment B. This Agreement, regarding the facilities in this Project, shall remain in effect per the terms of this agreement. Any Maintenance Encroachment granted to the City by MDT per the terms of this Agreement is explicitly subject and subordinate to the rights and title of MDT and the State of Montana; and

WHEREAS, MDT is responsible for planning, designing, constructing, and maintaining State highway and roadway associated transportation facilities, including associated pull-offs, parking areas, and rest areas for the use and benefit of the traveling public, in a safe and efficient manner in accordance with Title 23 United States Code (U.S.C.) and Title 60 Montana Code Annotated (MCA) including US Hwy 212 (N-4D) a Montana Transportation Commission (Commission)-designated highway system route at mile marker 54.4; and

WHEREAS, The City has agreed to maintain, or cause to be maintained, the Project facilities and specific features shown in Attachment B along US Hwy 212 (N-4D) at mile marker 54.4 and

WHEREAS, This Agreement must be fully executed before initiation of any construction of the Project within Commission-designated right-of-way; and

NOW, THEREFORE, The Parties set forth the fundamental duties and responsibilities necessary for the encroachment of the Project into state designated right-of-way.

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. If the City does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing 60 days to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
2. MDT may complete any maintenance required due to public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The Parties acknowledge that MDT and the City shall review the plans. The Parties further agree that MDT will approve the conceptual plans, at its sole discretion, when submitted by City for the purpose of constructing the Project. All Project design documents shall be finalized showing project specific features for maintenance and appended to Attachment B upon MDT approval of the Project design. The Parties agree to follow all necessary steps to finalize the Project design, obtain approvals, and append final designs to this agreement as Attachment B in order to detail the project specific features to be maintained at these intersections per the terms of this agreement.
2. The City agrees that no fixture, building, structure, or other permanent installation will be constructed or placed within Commission designated right-of-way without prior written approval from MDT.
3. The City agrees any maintenance within MDT right-of-way that requires lane closure or equipment must be reviewed and approved by MDT Billings Area maintenance staff prior to initiation of the maintenance.
4. The City shall complete the necessary environmental processes for modification to the state highways and roadways and demonstrate that all, if any, environmental issues associated with the proposed project have been identified and mitigated. The City agrees it will prepare and file any required environmental documents and apply for and obtain any permits required by other governmental agencies at no expense to MDT prior to maintenance taking place within Commission designated right-of-way.
5. The City agrees to be responsible for any and all damages to facilities within Commission designated right-of-way caused by the City, the City's staff or contractors, or resulting from the City's operations. The City must repair any and all damages, at its

sole expense, after notification of damage by MDT and approval of repair work needed, method of repair, and schedule for repair.

6. If the City fails to perform or cause to be performed, the maintenance obligations as required by this agreement within 60 days of written notification from MDT, MDT may complete the required maintenance and the City shall be required to compensate MDT for its performance of said maintenance.
7. MDT may complete any maintenance required due to a public emergency without prior notice to the City. The City agrees to be responsible for and to reimburse MDT for said maintenance, including Indirect Costs.

ARTICLE III. PROJECT SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, “maintenance of a sidewalk” is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

3. Curb & Gutter

- a. Upon completion of the Project, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay cost of operating the curb & gutter within the project limits, such that it does not negatively impact the operation of the pedestrian facility or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, “maintenance of the curb & gutter” is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged concrete; removal of snow and ice; repair of chipped, fractured, or broken surface from

any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

ARTICLE IV – GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the City has violated or breached any term, condition or article of this Agreement and the City has failed to correct the same within 60 days of receiving notice in writing addressed to the City at the addresses shown above, from MDT of such violation or breach of any term condition or article of this Agreement. If this Agreement is terminated, the improvements may, as solely determined by necessary by MDT, become the property of MDT, without reimbursement. MDT will maintain the Project as it sees fit and may remove it without City approval. MDT may seek compensation for maintenance or removal of the Project from the City.

3. **Hold Harmless & Indemnification**

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

4. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

5. Public Safety

If any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, and make reasonable and timely effort to correct or repair the hazard.

6. Invoicing and Indirect Cost (IDC)

If MDT incurs any costs as a result of a public emergency that necessitates action on MDT's part concerning the maintenance or repair of the Project back to its original state, MDT shall be compensated for such costs by the City, and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the

project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.71% for fiscal year 2023 (July 1, 2022 to June 30, 2023). If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

a. Invoices will be sent to:

City of Laurel
Attention: City Treasurer
PO Box 10
Laurel, MT 59044

b. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

7. Choice of Law and Venue

This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the City of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as otherwise noted in this Agreement on Indemnification. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

8. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
9. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the Parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
10. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.

11. ADA - MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's Detailed Drawings, 608 series.
12. Audit – The Legislative Auditor and the Legislative Fiscal Analyst may, without prior notice and during normal business hours, audit, at their own cost and expense, all records, reports, and other documents the City maintain in connection with this Agreement.
13. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with this MOA (Mont. Code Ann. §18-1-118). The City agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to the Agreement taken by the State of Montana or a third party.
14. Highway Modifications – If MDT modifies or improves the highway or roadway facilities, the City will modify, upon reasonable notice at no expense to MDT, the Project accordingly.
15. Revocation – This Agreement is revocable by MDT in the event that the Project facilities within the right-of-way cease to be used by the City for a period of one year or abandoned otherwise. Upon revocation or abandonment, the system facilities must be removed in compliance with this Agreement.
16. Utilities – The right of any private or public utility now lawfully occupying the right-of-way to operate and maintain utility facilities supersedes any right granted by this Agreement to the City. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
17. Amendment and Modification – The Parties may modify or amend this Agreement only by a written Addendum signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provision of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
18. Representatives
 - a. City's Representative: The City's Representative for this Agreement shall be the City of Laurel Manager or designee or such other individual as City of Laurel shall designate in writing. Whenever approval or authorization from

or communication or submission to City of Laurel is required by this Agreement, such communication or submission shall be directed to the City of Laurel's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City of Laurel's Representative is not available, MDT may direct its communication or submission to other designated City of Laurel personnel or agents.

- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

- 19. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative effective as of the date of final signature.

SIGNATURES:

MONTANA DEPARTMENT OF TRANSPORTATION

Date: _____ By: _____
Montana Department of Transportation

Billings District Administrator
Title

Rod Nelson
Printed name

Approved for Legal Content: By: _____

Approved for Civil Rights Content: By: _____

CITY OF LAUREL

Date: _____ By: _____
City of Laurel

Dave Waggoner
(Printed name)

City of Laurel Mayor

Approved as to form: By: _____

(Printed name)

City Clerk Treasure
City Attorney

Attachment A

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

DRAFT

ATTACHMENT B

Plans

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, income-level & 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, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

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. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the 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 the 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, the 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 the 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
- b. By signing this agreement, the PARTY assures MDT 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. The 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

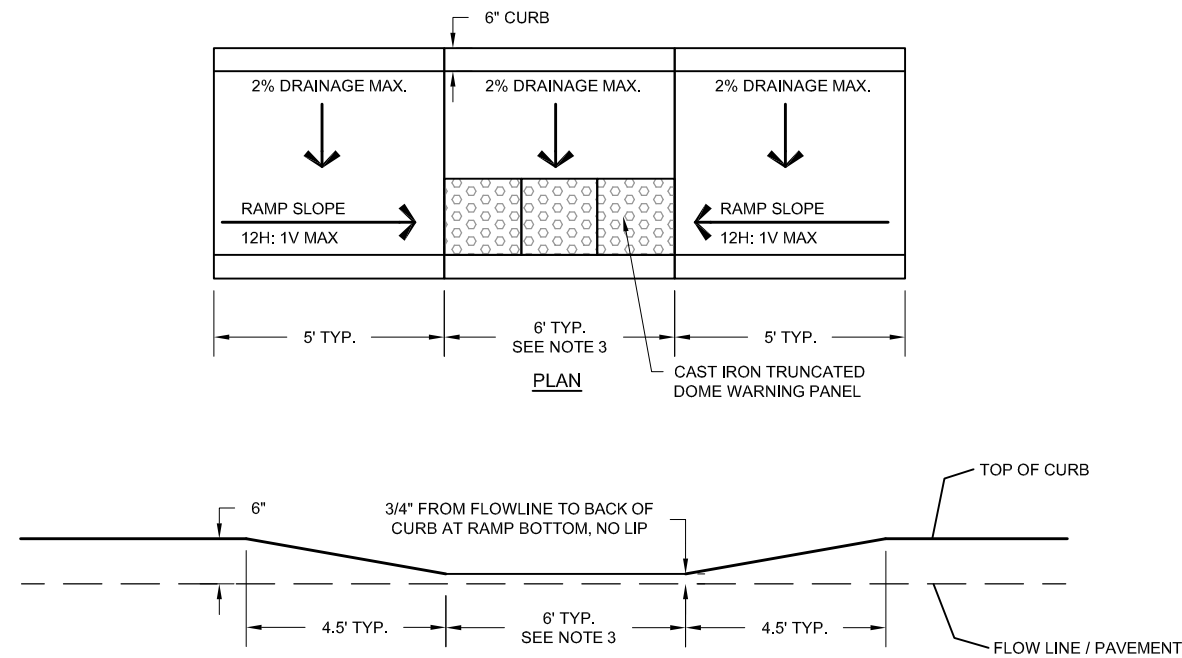
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair 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.

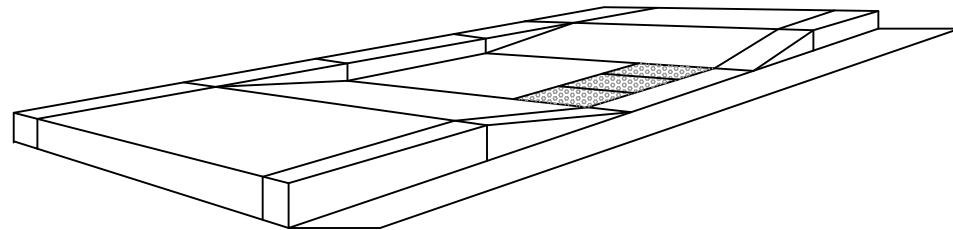
State

- 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.



PROFILE - CURB RAMPS AT DRIVEWAYS AND LOADING ZONES



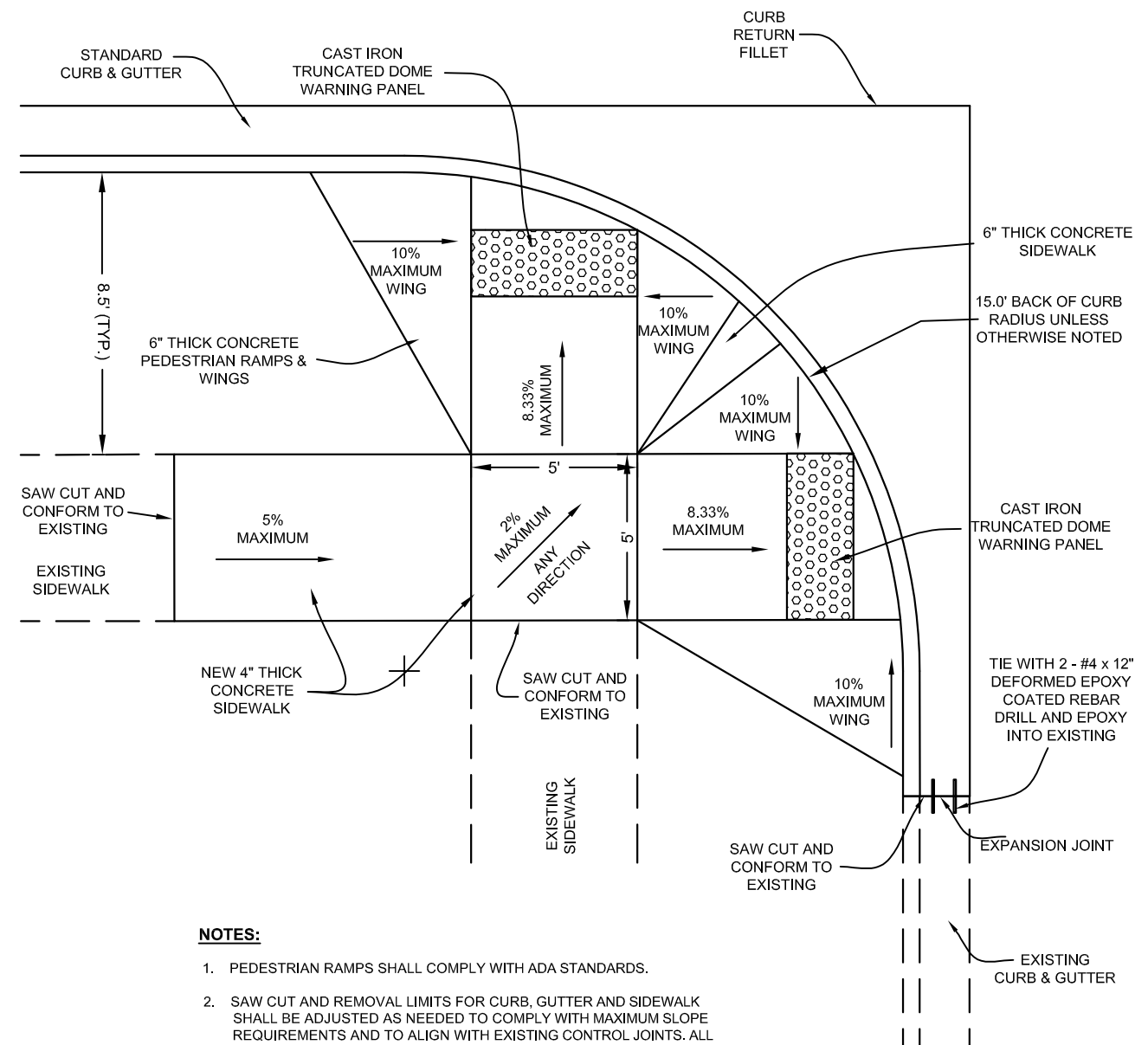
PERSPECTIVE

NOTES:

- NOTES:
1. THE SLOPES MAY VARY DUE TO HEIGHT OF CURB, BUT SHALL NOT EXCEED 8.33% (1:12) GRADE.
 2. CROSS SLOPES SHALL NOT EXCEED 2%.
 3. RAMP BOTTOM SHALL BE 6' WIDE UNLESS NOTED OTHERWISE ON PLANS.

DROP SIDEWALK ACCESSIBLE RAMP WITH CURB

NOT TO SCALE



NOTES:

1. PEDESTRIAN RAMPS SHALL COMPLY WITH ADA STANDARDS.
2. SAW CUT AND REMOVAL LIMITS FOR CURB, GUTTER AND SIDEWALK SHALL BE ADJUSTED AS NEEDED TO COMPLY WITH MAXIMUM SLOPE REQUIREMENTS AND TO ALIGN WITH EXISTING CONTROL JOINTS. ALL SAW CUT LIMITS SHALL BE APPROVED BY ENGINEER PRIOR TO COMMENCING WITH SAW CUT.

CONCRETE CURB RETURN & PEDESTRIAN RAMP DETAIL

NOT TO SCALE

File Attachments for Item:

3. Resolution - A Resolution Of The City Council Supporting The 2022 Legislative Resolutions Of The Montana League Of Cities And Towns.

RESOLUTION NO. R22-__

**A RESOLUTION OF THE CITY COUNCIL SUPPORTING THE 2022
LEGISLATIVE RESOLUTIONS OF THE MONTANA LEAGUE OF CITIES AND
TOWNS.**

WHEREAS, the Montana League of Cities and Towns (“League”) is a nonpartisan, nonprofit association of all 127 incorporated cities and towns of Montana. Since 1931, the League has provided technical support, research, and advocacy at the state and federal levels. Along with its strategic partners, the League is the clearinghouse through which Montana’s communities work cooperatively to build and maintain vibrant, healthy, and safe communities;

WHEREAS, on October 6, 2022, the League Board of Directors unanimously approved the 2022 Legislative Resolutions which guide the legislative goals and positions of the League; and

WHEREAS, the City of Laurel desires to express its support for the League’s 2022 Legislative Resolutions and the principles expressed therein.

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

Section 1: Approval. The City of Laurel hereby recognizes, concurs, and supports the principles expressed in the League’s 2022 Legislative Resolutions, listed in Exhibit “A” attached hereto and which can be accessed at <https://mtleague.org/2022-resolutions/>.

Introduced at a regular meeting of the City Council on the __ day of _____ by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the ____ day of _____ 2022.

APPROVED by the Mayor on the ____ day of _____ 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

4. Resolution - A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.

RESOLUTION NO. R22-_____

A RESOLUTION OF THE CITY COUNCIL TO ADOPT AN OFFICIAL SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LAUREL AND REPEALING ALL PREVIOUS RESOLUTIONS THAT SET FEES OR CHARGES THAT CONFLICT WITH THE SCHEDULE ATTACHED HERETO UPON ITS EFFECTIVE DATE.

WHEREAS, the Laurel Municipal Code requires the City Council to review, modify, and/or update its fees and charges on an annual basis through further Resolution of the City Council;

WHEREAS, City Staff prepared the attached Schedule of Fees and Charges, incorporated herein, for the City Council's consideration and adoption after public hearing until further Resolution of the City Council;

WHEREAS, on the _____ day of _____, 2022, the City Council adopted Resolution No. R_____, a Resolution of Intent to adopt the updated Schedule of Fees and Charges and set a public hearing for the _____ day of _____, 2022; and

WHEREAS, a public hearing was held on the _____ day of _____, 2022, in order to provide opportunity for public input prior to adoption of the updated Schedule of Fees and Charges.

NOW THEREFORE BE IT RESOLVED by the City Council that the attached Schedule of Fees and Charges is reasonable and in the best interests of the City of Laurel; and

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council hereby approves the Schedule of Fees and Charges attached hereto and incorporated by reference herein.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY OF LAUREL SCHEDULE OF FEES AND CHARGES

AS OF _____ RESOLUTION NO. R22-_____

Administrative, City Attorney, and Court Fees and Charges (except Library)

Returned Check	\$ 5 0.00
Document Photocopying	
First 3 pages	No Charge
Copies in excess of 3 pages – per page	\$0.25
Discovery Fee (Fee for production of discovery documents) (flat fee for USB drive)	\$10.00
Additional Discovery Fee for Mailed Documents	\$10.00
Research City Records (Per Hour)	\$ 5 0.00
Video Tape or DVD Copy	First Copy \$ 50 5.00
.....	Each Additional Copy \$15.00
Dog License Fees and Renewals before April 1 (must be renewed each year)	
Spayed Female/Neutered Male	\$ 2 40.00
Un-spayed Female/Un-neutered Male	\$ 30 45.00
Dog License Renewals after April 1	
Spayed Female/Neutered Male	\$ 3 20.00
Un-spayed Female/Un-neutered	\$ 4 30.00
Dog Kennel before April 1 (must be renewed each year)	
Non-Commercial	\$50.00
Commercial	\$75.00
Business License	
General	\$ 100 75.00
Beer and/or Wine License	\$4200.00
Three Apartments	\$ 5 30.00
Four Apartments	\$ 6 40.00
Five or more Apartments	\$ 9 75.00
Pawn Shop	\$ 2 400.00
Utilities	\$4300.00
Amusement Machines	\$ 10 50.00
Live Music	\$ 10 50.00
Junk	\$ 10 50.00
Liquor License	\$ 500 406.00
Franchises	\$4300.00
Sexually Oriented Business	\$ 7 50.00

Police Department Fees and Charges

Victims Report	\$ 15 10.00
Case Report	\$ 43 540.00
Case Report with pictures	\$ 5 45.00
Vehicle Accident Report (form only)	\$ 2 40.00
Vehicle Accident Report with pictures	\$ 3 25.00
Audio Recording	\$ 7 50.00
Vehicle Impound – Per Day 1 st week	\$ 4 25.00
Vehicle Impound – Per Day after 1 st week	\$ 7 50.00
Dog Impound Fee (1 st in calendar year)	\$ 33 935.00
Dog Impound Fee (subsequent in calendar year)	\$50.00
Dog Boarding Fee (24 hours after notification) – Per Day	\$ 10 60100.00
Fingerprint Card	\$ 43 935.00

Subsequent Fingerprint Cards – Per Card.....	\$4055.00
False Alarm (3 rd and consecutive in a calendar year).....	\$100.00

Fire Department Fees and Charges

Incident Report (NFIRS Copy).....	\$430.00
Photograph Copies – Color (35mm) Prints.....	Cost of Processing + \$25.00
Photograph Copies – Enlargements.....	Cost of Processing + \$25.00
Photograph Copies – Digital (Copy of Disk).....	\$354.00
Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations	
Base Rate for First Hour of Response for working fires, rescue operations, hazmat or large scale incidents	\$1,4500.00
Base Rate for Service Assist Calls or Minor Calls.....	\$10700.00
For each Fireman	\$3520.00/hour
Base Rate for Assist and Investigate.....	\$25000.00/hour
Rates for Additional Hours after the First Hour of Any Response (Time calculated from time of response to return to service.)	
Engine #1	\$40250.00
Engine #2	\$40250.00
Engine #4	\$40200.00
Squad 5.....	\$40250.00
Tender #1	\$1275.00
Tender #2	\$1275.00
Support #1	\$1275.00
Command 1.....	\$1500.00
Command 2.....	\$1500.00
Brush #1	\$1500.00
Brush #2	\$1500.00
Brush #3	\$1500.00
Brush #5	\$1500.00
Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotechnics	\$2590.00
False Fire Alarms (per year)	
First	Free
Second.....	\$2400.00
Third.....	\$4200.00
Fourth +.....	\$6300.00
Fire Extinguisher Training	
10 Students.....	\$150.00
-Additional per student.....	\$15.00

Ambulance Service Fees

Paramedic Base Rate	\$1,9400.00
Basic Base Rate	\$1,6400.00
First Lift Assist in a Quarter:	No Charge
Second Lift Assist in a Quarter:	No Charge
Third Lift Assist (and all that follow) in a Quarter:	\$25.00
Mileage with Patient (per mile)	\$18.00
Other Charges	
Treat Only.....	\$2180.00
Basic Disposable Supplies	\$2170.00
Paramedic Disposable Supplies	\$3200.00
Defibrillator Supplies	\$3200.00

FY23+ Schedule of Fees and Charges

Date

Resolution No. R22-

Page 3 of 13

EKG Supplies.....	\$150.00
Wait Time.....	\$155.00
Extra Attendant.....	\$175.00
DOA Transport.....	\$3200.00
Stand By Rate - QRU (1 person) (per Hour).....	\$150.00
Stand By Rate - Ambulance (2 people) (per Hour).....	\$2100.00
Nebulizer.....	\$535.00
Decontamination of Ambulance.....	\$1070.00
IV Supplies.....	\$1050.00
Glucometer.....	\$740.00
Pulse Ox.....	\$520.00
Spinal Immobilization.....	\$850.00
Splinting.....	\$725.00
Supraglottic Airway (BVM/King).....	\$2100.00
Suction Kit.....	\$215.00
Intraosseous Kit (IO).....	\$2500.00
Wound Care.....	\$520.00
Pelvic Splint (any size).....	\$1500.00
Burn Kit.....	\$1050.00
Needle Decompression.....	\$1500.00
ET Intubation.....	\$1500.00
Capnography Monitoring.....	\$415.00
Cricothyrotomy.....	\$1750.00
Medication Charges	
Adenosine.....	\$ 325.00
Albuterol Neb 5mg.....	\$215.00
Amiodarone.....	\$ 320.00
Aspirin.....	\$210.00
Atropine.....	\$ 430.00
Benadryl Tab 25mg.....	\$215.00
Calcium Gluconate.....	\$ 435.00
D5W Solution.....	\$320.00
D10W Solution per 1000 ml.....	\$325.00
D50W Solution.....	\$225.00
Diphenhydramine Injectable 50 mg.....	\$ 210.00
Dopamine.....	\$ 435.00
Epinephrine Injector Adult.....	\$3500.00
Epinephrine Injector Pediatric.....	\$4500.00
Epinephrine 1 mg/ml.....	\$430.00
Epinephrine 1:1000.....	\$ 540.00
Epinephrine 1:10000.....	\$ 320.00
Fentanyl.....	\$ 430.00
Furosemide.....	\$ 210.00
Glucagon 1mg.....	\$4750.00
Haloperidol.....	\$215.00
Humidified Oxygen.....	\$1090.00
Ipratropium Bromide Inhalant 2.5 ml.....	\$ 105.00
Ketamine.....	\$ 1325.00
Lidocaine.....	\$ 325.00
Magnesium Sulphate.....	\$ 320.00
Midazolam.....	\$ 215.00

FY234 Schedule of Fees and Charges

Date

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Morphine Sulfate per 10 mg	\$ 430.00
Narcan (Naloxone) per 2 mg.....	\$ 755.00
Nitro Tab	\$ 320.00
Nitrous Oxide Administration.....	\$ 3750.00
Norepinephrine	\$ 1080.00
NS Solution 500 cc	\$ 430.00
NS Solution 1000 cc	\$ 760.00
Ondansetron (Zofran) Injectable 4 mg.....	\$ 215.00
Ondansetron (Zofran) Oral 4 mg	\$ 52.00
Oral Glucose 30 g	\$ 215.00
Oxygen	\$ 980.00
Sodium Bicarbonate	\$ 650.00
Solu Cortef 100 mg.....	\$ 875.00
Solu Medrol 125 mg	\$ 320.00
Thiamine 200 mg.....	\$ 325.00
Tranexamic Acid (TXA).....	\$ 980.00

EMT Class (plus the cost of books and testing) \$6500.00

Advanced EMT Class (plus the cost of books and testing) \$21,500.00

CODE	DEFINITION	CHARGE/RATE
A0425	Ambulance Mileage (per loaded mile)	\$18.00
A0428	Transport, BLS non-emergent	\$850.00
A0429	Transport, BLS emergent	\$1,200.00
A0426	Transport, ALS non-emergent	\$1,000.00
A0427	Transport, ALS emergent	\$1,400.00
A0433	Transport, ALS 2 emergent	\$1,600.00
A0434	Specialty Care Transport	\$2,000.00
A0424	Extra Ambulance Attendant	\$100.00
A0382	BLS routine supplies	\$100.00
A0398	ALS routine supplies	\$200.00
A0384	Defibrillation supplies	\$150.00
A0394	IV Supplies	\$75.00
A0396	Intubation	\$175.00
A0422	Oxygen	\$75.00
A0420	Waiting time (with patient)	\$75.00
▲	Decontamination	\$50.00
▲	Stand by Rate QRU (1 person) (per hour)	\$75.00
▲	Stand by Rate Ambulance (2 person) (per hour)	\$100.00
TNT1	Simple response (lift assist, etc.)	\$25.00
TNT2	Response, treatment using BLS Supplies / no transport	\$50.00
TNT3	Response, treatment using ALS or ALS2 Supplies / no transport	\$100.00
▲	Glucagon	\$300.00
▲	Patient Care Report Copy (HIPAA Compliant)	\$25.00

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Water Rates & Charges

See current resolution (Resolution No. R11-110).

Raw (untreated) Water: Base rate as per meter size, plus \$0.405/1000 gallons.

System Development Fees (Based on Line Size):

¾ Inch	\$24,500.00
1 Inch	\$4,475 2,685.00
1¼ Inch	\$6,950 4,170.00
1½ Inch	\$106,000.00
2 Inch	\$17,850 0,710.00
3 Inch	\$402 4,000.00
4 Inch	\$714 2,425855.00

Connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Curb Box Repair Insurance Fee: \$1.00/month per water account.

Utility Hook-Up Fees:

Water Tapping – Two Inches or Less	\$250.00
Water Tapping – Greater Than Two Inches	Fee x 1.25
Labor/Operator Rate Per Hour	\$64 0.00
Heavy Equipment Rate Per Hour	\$100 75.00

Other Fees for Repairs, etc.:

Frozen or Damaged Meter	Replacement meter or meter parts cost plus 25%
Plus the Labor/Operator Rate Per Hour	\$64 0.00
OR overtime hourly rate if called out after hours	\$90.00
Hydrant meter rental	\$476.00/month prorated plus the total usage

Utility Billing Fees and Deposits:

New Accounts or Re-Establishing an Account	\$35 25.00
Restoring Service to a Delinquent Account	\$75 50.00
Deposit for New Meter Accounts, No Service in Previous Year	\$174 50.00
Charge for check returned by bank as unpaid	\$53 0.00

Wastewater Rates & Charges

See current resolution (Resolution No. R11-110).

Septic dump fee..... ~~\$64~~0.00/minimum up to 1,000 gallons plus \$0.064/gallon thereafter;
(Resolution No. R15-96)..... \$40.00 cleanup fee for spillage

System Development Fees

System Development Fees (Based on Line Size) – Sewer

Residential

Each housing unit	\$24,070 00.00
Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.	

Commercial - Based on water meter size; Includes Subdivisions for Rent or Lease

¾ Inch	\$24,790 00.00
1 Inch	\$4,833 1,790.00

FY2024 Schedule of Fees and Charges

Date

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1¼ Inch	\$7,5062,780.00
1½ Inch	\$10,8004,000.00
2 Inch	\$19,2787,140.00
3 Inch	\$43,20016,000.00
4 Inch	\$77,13928,570.00

Connections to the wastewater system with water meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Solid Waste Fees and Charges

See current resolution (Resolution No. R14-34).

(Resolution No. R15-101)

(4) Multiple Containers. Non-residential users who use multiple containers shall be assigned a volume of use variable for each container used.

Roll Off Container Set / Reset.....	\$30.00
Roll Off Container Haul.....	\$150.00
Roll Off Container Cost per Ton.....	Current City of Billings' landfill rates
Replacement Waste Container (due to negligence).....	Cost x \$1.50
All Tires.....	\$5.00/tire
Container Site Waste - Business and Non-City Residents and/or City Residents that do not use City Solid Waste Services	
Minimum.....	\$105.00
Per <u>Additional</u> Cubic Yard.....	
\$10.00	

Non-Residential Garbage Disposal Rate Schedule

See current resolution ().

Park and Recreation Fees and Charges

Shelter Reservation	\$5040.00
<u>Special Event Application Fee</u>	\$35.00
Special Events in Parks.....	\$1050.00/one day
.....	\$15075.00/two days
Youth Activities <u>Sports in Parks</u>	No Charge Fee can be waived by Mayor
Garbage Cans for Special Events.....	\$17.00/100 gallons prepaid
<u>Special Event Clean Up Fee</u>	\$45.00/hour/employee
<u>Alcohol Sales at Special Event</u>	\$100
Riverside Park Camping Fees	
Tent Space (per night)	\$240.00
Back in Space (per night)	\$245.00
Pull Through Space (per night).....	\$320.00
Riverside Park Building Reservation Fee	
Small Meeting Room.....	\$530.00
Large Meeting Room W/ Kitchen	\$4300.00
Damage/Cleaning Deposit (Refundable upon Inspection)	\$4300.00
Monthly (12) Meetings in Small Meeting Room W/ Use of Large Room Once	\$75500.00 per year

Library

Photocopy Fees (per page).....	\$0. 25 ⁴⁰
Printer Fees	
Black and White (per page)	\$0. 25 ⁴⁰
Lost or Damaged Book	Cost
Library Cards for Non-Residents	
For Three Months (Minimum)	No Charge
Per Year	No Charge
Interlibrary Loan Postage (per item)	\$ 52 .00 After 3
Community Room	
Use during library hours	\$ 103 .00/hour
Use after hours (per hour or any portion of an hour)	\$ 43 0.00
Refundable Cleaning Deposit	\$ 43 0.00
Library Card Replacement Fee (per Card).....	\$ 52 .00
Fax Fees (per page).....	\$0. 425 Send
.....	\$0. 340 Receive

Cemetery Fees

(Please Note: Cemetery caretaker must be present at all interments.)

(Please Note: Burials are not permitted on Sundays, holidays or Saturday afternoons.)

City Residents	
Full Grave	\$ 43 50.00
Baby Grave	\$ 32 00.00
Non-Residents	
Full Grave	\$ 65 00.00
Baby Grave	\$ 32 50.00
Opening and Closing	
Full Grave	\$ 32 80.00
Full Grave on Saturday mornings	\$ 43 80.00
Baby Grave	\$ 32 00.00
Baby Grave on Saturday mornings	\$ 32 50.00
Cremation.....	\$ 24 50.00
Cremation on Saturday mornings	\$ 32 00.00
Two Cremations on single plot	\$ 32 25.00
Two Cremations on single plot on Saturdays	\$ 43 00.00
Set Cremation Urn at existing Headstones	\$ 44 0.00
Private Sale of any plot (transfer processing fee)	\$ 425 .00
Disinterment fee for a full burial	\$ 43 00.00
Disinterment fee for cremains.....	\$ 32 25.00

<u>Planning Item</u>	<u>Fee</u>	<u>Notes</u>
Annexation into the City of Laurel (80 acres or less)	\$ 7500 .00	+ \$ 325 .00/acre
Annexation into the City of Laurel (81 acres or more)	\$ 7500 .00	+ \$ 545 .00/acre
Cash in Lieu of Parking spaces outside of the Central Business District	\$ 8750 .00	+ \$25.00/space
Conditional Use Application (Commercial)	\$ 1, 3250 .00	

FY23+ Schedule of Fees and Charges

Date

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Conditional Use Application (Residential)	\$	87 50.00	
Floodplain Permit	\$	32 00.00	
Home Occupations	\$	24 00.00	
Outdoor Seating	\$	32 00.00	+\$25.00/day
Planned Unit Development Concept Plan	\$	87 50.00	
Planned Unit Development Preliminary Plan	\$	1, 32 50.00	+\$50.00/acre
Planned Unit Development Final Plan	\$	1, 65 00.00	+\$25.00/acre
Review of Buildings for Lease or Rent	\$	32 50.00	
Site Plan Review Fee (Commercial)	\$	65 00.00	
Site Plan Review Fee (Residential)	\$	32 50.00	
Special Review (Commercial)	\$	1, 32 50.00	
Special Review (Residential)	\$	87 50.00	
Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$	65 00.00	
Staff Research	\$	5035 .00	Per Hour
Temporary Use Permit	\$	43 50.00	
Vacation of Street or Alley	\$	32 50.00	
Variance (Commercial)	\$	1, 32 50.00	
Variance (Residential)	\$	87 50.00	
Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$	87 50.00	
Zone Change	\$	1, 32 50.00	+ \$45.00/acre
Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising	\$	87 50.00	
Zoning Compliance/Verification Letter	\$	200425 .00	
Zoning Map Amendment	\$	1, 7504 .00	+ \$45.00/acre

<u>Subdivision Item</u>	<u>Subdivision Fee</u>	<u>Notes</u>
Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval:	\$	32 50.00
Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents	\$	32 50.00

FY234 Schedule of Fees and Charges

Date

Resolution No. R22-

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Exempt Subdivision	\$	200.00	
Final Plat (Minor)	\$	1,325.00	
Final Plat, Major Subdivision, 6 to 40 lots	\$	1,750.00	
Final Plat, Major Subdivision, 41 to 200 lots	\$	2,250.00	
Final Plat, Major Subdivision, Over 200 lots	\$	3,500.00	
Major Adjustments for Minor Subdivisions	\$	755.00	
Major Adjustments for Major Subdivision, 6 to 40 lots	\$	1,325.00	
Major Adjustments for Major Subdivision, 41 to 200 lots	\$	1,875.00	
Major Adjustments for Major Subdivision, Over 200 lots	\$	2,325.00	
Minor Adjustments, Major and Minor Subdivisions	\$	325.00	
Pre-Application Meeting	\$	750.00	+ \$25.00/lot
Preliminary Plat (Minor)	\$	1,975.00	+ \$50.00/lot
Preliminary Plat, Major Subdivision, 6 to 40 lots	\$	2,250.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, 41 to 200 lots	\$	2,975.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, Over 200 lots	\$	3,750.00	+ \$25.00/lot
Subdivision for Rent or Lease, Final Plan	\$	1,500.00	
Subdivision for Rent or Lease, Preliminary Plan	\$	1,250.00	
All Appeals the same as the Application Fee			

Building Permit	Fee	Notes
Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour)	\$ 7547.00	Per Hour
Additional Re-Inspection Fee	\$ 750.00	
Building Permit	-	See Appendix A
Demolition Permit	-	See Appendix A

FY234 Schedule of Fees and Charges

Date

Resolution No. R22-

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Encroachment Permit	\$ 1500.00	
Fence Permit	\$ 10075.00	
Fire Inspection (includes one follow up inspection)	\$ 10050.00	
Mobile Home Blocking Permit (includes two-meter inspections)	\$ 10075.00	
Moving Permit	\$ 2500.00	
Photocopies (over 3 pages)	\$ 0.25	Per Page
Plan Review (Commercial)	-	65% of Building Permit Fee
Plan Review (Residential)	-	50% of Building Permit Fee
Plotter Photocopies	\$ 7.00	Per page
Right-of-way Excavation Permit (Gravel)	\$ 1500.00	
Right-of-way Excavation Permit (Paved)	\$ 20450.00	
Roofing Permit (Commercial)	\$ 2500.00	
Roofing Permit (Residential)	\$ 1500.00	
<u>Siding Installation Permit</u>	\$ 75.00	
Sidewalk, Driveway Approach, Curb & Gutter Permit	\$ 1500.00	
Sign Permit	-	See Appendix A
Sign Plan Review Fees	-	50% of Sign Permit Fee
Temporary Sign Permit	\$ 750.00	
Temporary Structure Permit	\$ 1500.00	
<u>Window Replacement Installation Permit – No Structural Modifications</u>	\$ 75.00	

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APPENDIX A: BUILDING PERMIT FEES

Building permit fees are determined by the total valuation of the project. For new construction and additions, the total valuation is determined by the most recent Valuation data as published by the International Code Council. For remodel projects, the total valuation is based on the documented project cost. (RPR is Residential Plan Review, CPR is Commercial Plan Review)

Valuation	BP Fee	RPR Fee	CPR Fee	Valuation	BP Fee	RPR Fee	CPR Fee
\$1 - \$500	\$ 36.00	\$ 18.00	\$ 23.40	\$22,001 - \$23,000	\$ 544.50	\$ 272.25	\$ 353.93
\$501 - \$600	\$ 40.50	\$ 20.25	\$ 26.33	\$23,001 - \$24,000	\$ 565.50	\$ 282.75	\$ 367.58
\$601 - \$700	\$ 45.00	\$ 22.50	\$ 29.25	\$24,001 - \$25,000	\$ 586.50	\$ 293.25	\$ 381.23
\$701 - \$800	\$ 49.50	\$ 24.75	\$ 32.18	\$25,001 - \$26,000	\$ 601.50	\$ 300.75	\$ 390.98
\$801 - \$900	\$ 54.00	\$ 27.00	\$ 35.10	\$26,001 - \$27,000	\$ 616.50	\$ 308.25	\$ 400.73
\$901 - \$1,000	\$ 58.50	\$ 29.25	\$ 38.03	\$27,001 - \$28,000	\$ 633.00	\$ 316.50	\$ 411.45
\$1,001 - \$1,100	\$ 63.00	\$ 31.50	\$ 40.95	\$28,001 - \$29,000	\$ 648.00	\$ 324.00	\$ 421.20
\$1,101 - \$1,200	\$ 67.50	\$ 33.75	\$ 43.88	\$29,001 - \$30,000	\$ 663.00	\$ 331.50	\$ 430.95
\$1,201 - \$1,300	\$ 72.00	\$ 36.00	\$ 46.80	\$30,001 - \$31,000	\$ 678.00	\$ 339.00	\$ 440.70
\$1,301 - \$1,400	\$ 76.50	\$ 38.25	\$ 49.73	\$31,001 - \$32,000	\$ 693.00	\$ 346.50	\$ 450.45
\$1,401 - \$1,500	\$ 81.00	\$ 40.50	\$ 52.65	\$32,001 - \$33,000	\$ 708.00	\$ 354.00	\$ 460.20
\$1,501 - \$1,600	\$ 85.50	\$ 42.75	\$ 55.58	\$33,001 - \$34,000	\$ 723.00	\$ 361.50	\$ 469.95
\$1,601 - \$1,700	\$ 90.00	\$ 45.00	\$ 58.50	\$34,001 - \$35,000	\$ 738.00	\$ 369.00	\$ 479.70
\$1,701 - \$1,800	\$ 94.50	\$ 47.25	\$ 61.43	\$35,001 - \$36,000	\$ 753.00	\$ 376.50	\$ 489.45
\$1,801 - \$1,900	\$ 99.00	\$ 49.50	\$ 64.35	\$36,001 - \$37,000	\$ 768.00	\$ 384.00	\$ 499.20
\$1,901 - \$2,000	\$ 103.50	\$ 51.75	\$ 67.28	\$37,001 - \$38,000	\$ 784.50	\$ 392.25	\$ 509.93
\$2,001 - \$3,000	\$ 124.50	\$ 62.25	\$ 80.93	\$38,001 - \$39,000	\$ 799.50	\$ 399.75	\$ 519.68
\$3,001 - \$4,000	\$ 145.50	\$ 72.75	\$ 94.58	\$39,001 - \$40,000	\$ 814.50	\$ 407.25	\$ 529.43
\$4,001 - \$5,000	\$ 166.50	\$ 83.25	\$ 108.23	\$40,001 - \$41,000	\$ 829.50	\$ 414.75	\$ 539.18
\$5,001 - \$6,000	\$ 187.50	\$ 93.75	\$ 121.88	\$41,001 - \$42,000	\$ 844.50	\$ 422.25	\$ 548.93
\$6,001 - \$7,000	\$ 208.50	\$ 104.25	\$ 135.53	\$42,001 - \$43,000	\$ 859.50	\$ 429.75	\$ 558.68
\$7,001 - \$8,000	\$ 229.50	\$ 114.75	\$ 149.18	\$43,001 - \$44,000	\$ 874.50	\$ 437.25	\$ 568.43
\$8,001 - \$9,000	\$ 250.50	\$ 125.25	\$ 162.83	\$44,001 - \$45,000	\$ 889.50	\$ 444.75	\$ 578.18
\$9,001 - \$10,000	\$ 271.50	\$ 135.75	\$ 176.48	\$45,001 - \$46,000	\$ 904.50	\$ 452.25	\$ 587.93
\$10,001 - \$11,000	\$ 292.50	\$ 146.25	\$ 190.13	\$46,001 - \$47,000	\$ 919.50	\$ 459.75	\$ 597.68
\$11,001 - \$12,000	\$ 313.50	\$ 156.75	\$ 203.78	\$47,001 - \$48,000	\$ 934.50	\$ 467.25	\$ 607.43
\$12,001 - \$13,000	\$ 334.50	\$ 167.25	\$ 217.43	\$48,001 - \$49,000	\$ 949.50	\$ 474.75	\$ 617.18
\$13,001 - \$14,000	\$ 355.50	\$ 177.75	\$ 231.08	\$49,001 - \$50,000	\$ 964.50	\$ 482.25	\$ 626.93
\$14,001 - \$15,000	\$ 376.50	\$ 188.25	\$ 244.73	\$50,001 - \$51,000	\$ 979.50	\$ 489.75	\$ 636.68
\$15,001 - \$16,000	\$ 397.50	\$ 198.75	\$ 258.38	\$51,001 - \$52,000	\$ 994.50	\$ 497.25	\$ 646.43

FY23~~4~~ Schedule of Fees and Charges

Date

Resolution No. R22-

Page 12 of 13

\$16,001 - \$17,000	\$ 418.50	\$ 209.25	\$ 272.03	\$52,001 - \$53,000	\$ 997.50	\$ 498.75	\$ 648.38
\$17,001 - \$18,000	\$ 439.50	\$ 219.75	\$ 285.68	\$53,001 - \$54,000	\$ 1,008.00	\$ 504.00	\$ 655.20
\$18,001 - \$19,000	\$ 460.50	\$ 230.25	\$ 299.33	\$54,001 - \$55,000	\$ 1,018.50	\$ 509.25	\$ 662.03
\$19,001 - \$20,000	\$ 481.50	\$ 240.75	\$ 312.98	\$55,001 - \$56,000	\$ 1,029.00	\$ 514.50	\$ 668.85
\$20,001 - \$21,000	\$ 502.50	\$ 251.25	\$ 326.63	\$56,001 - \$57,000	\$ 1,039.50	\$ 519.75	\$ 675.68
\$21,001 - \$22,000	\$ 523.50	\$ 261.75	\$ 340.28	\$57,001 - \$58,000	\$ 1,050.00	\$ 525.00	\$ 682.50
Valuation	BP Fee	RPR Fee	CPR Fee				
\$58,001 - \$59,000	\$ 1,060.50	\$ 530.25	\$ 689.33				
\$59,001 - \$60,000	\$ 1,071.00	\$ 535.50	\$ 696.15				
\$60,001 - \$61,000	\$ 1,081.50	\$ 540.75	\$ 702.98				
\$61,001 - \$62,000	\$ 1,092.00	\$ 546.00	\$ 709.80				
\$62,001 - \$63,000	\$ 1,102.50	\$ 551.25	\$ 716.63				
\$63,001 - \$64,000	\$ 1,113.00	\$ 556.50	\$ 723.45				
\$64,001 - \$65,000	\$ 1,123.50	\$ 561.75	\$ 730.28				
\$65,001 - \$66,000	\$ 1,134.00	\$ 567.00	\$ 737.10				
\$66,001 - \$67,000	\$ 1,144.50	\$ 572.25	\$ 743.93				
\$67,001 - \$68,000	\$ 1,155.00	\$ 577.50	\$ 750.75				
\$68,001 - \$69,000	\$ 1,165.50	\$ 582.75	\$ 757.58				
\$69,001 - \$70,000	\$ 1,176.00	\$ 588.00	\$ 764.40				
\$70,001 - \$71,000	\$ 1,186.50	\$ 593.25	\$ 771.23				
\$71,001 - \$72,000	\$ 1,197.00	\$ 598.50	\$ 778.05				
\$72,001 - \$73,000	\$ 1,207.50	\$ 603.75	\$ 784.88				
\$73,001 - \$74,000	\$ 1,218.00	\$ 609.00	\$ 791.70				
\$74,001 - \$75,000	\$ 1,228.50	\$ 614.25	\$ 798.53				
\$75,001 - \$76,000	\$ 1,239.00	\$ 619.50	\$ 805.35				
\$76,001 - \$77,000	\$ 1,249.50	\$ 624.75	\$ 812.18				
\$77,001 - \$78,000	\$ 1,260.00	\$ 630.00	\$ 819.00				
\$78,001 - \$79,000	\$ 1,270.50	\$ 635.25	\$ 825.83				
\$79,001 - \$80,000	\$ 1,281.00	\$ 640.50	\$ 832.65				
\$80,001 - \$81,000	\$ 1,291.50	\$ 645.75	\$ 839.48				
\$81,001 - \$82,000	\$ 1,302.00	\$ 651.00	\$ 846.30				
\$82,001 - \$83,000	\$ 1,312.50	\$ 656.25	\$ 853.13				
\$83,001 - \$84,000	\$ 1,323.00	\$ 661.50	\$ 859.95				
\$84,001 - \$85,000	\$ 1,333.50	\$ 666.75	\$ 866.78				
\$85,001 - \$86,000	\$ 1,344.00	\$ 672.00	\$ 873.60				
\$86,001 - \$87,000	\$ 1,354.50	\$ 677.25	\$ 880.43				
\$87,001 - \$88,000	\$ 1,365.00	\$ 682.50	\$ 887.25				
\$88,001 - \$89,000	\$ 1,375.50	\$ 687.75	\$ 894.08				
\$89,001 - \$90,000	\$ 1,386.00	\$ 693.00	\$ 900.90				
\$90,001 - \$91,000	\$ 1,396.50	\$ 698.25	\$ 907.73				
\$91,001 - \$92,000	\$ 1,407.00	\$ 703.50	\$ 914.55				
\$92,001 - \$93,000	\$ 1,417.50	\$ 708.75	\$ 921.38				
\$93,001 - \$94,000	\$ 1,428.00	\$ 714.00	\$ 928.20				

\$100,001 - \$500,000: \$1491.00 for the first \$100,000, plus \$6.40 for each additional \$1,000 or portion thereof.

\$500,001 - \$1,000,000: \$4,051.00 for the first \$500,000 plus \$5.47 for each additional \$1,000 or portion thereof.

\$1,000,000 and up: \$6,239.00 for the first \$1,000,000 plus \$4.58 for each additional \$1,000 or portion thereof.

Residential Plan Review = 50% of Permit Fee

Commercial Plan Review = 65% of Permit Fee

If work has started prior to issuance of a permit, the Building Permit Fee will double.

FY23+ Schedule of Fees and Charges

Date

Resolution No. R22-

Page 13 of 13

\$94,001 - \$95,000	\$ 1,438.50	\$ 719.25	\$ 935.03
\$95,001 - \$96,000	\$ 1,449.00	\$ 724.50	\$ 941.85
\$96,001 - \$97,000	\$ 1,459.50	\$ 729.75	\$ 948.68
\$97,001 - \$98,000	\$ 1,470.00	\$ 735.00	\$ 955.50
\$98,001 - \$99,000	\$ 1,480.50	\$ 740.25	\$ 962.33
\$99,001 - \$100,000	\$ 1,491.00	\$ 745.50	\$ 969.15

File Attachments for Item:

5. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For The Purchase Of A Vehicle And Equipment From Kois Brothers Equipment Company, Inc.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY OF LAUREL CITY COUNCIL AUTHORIZING
THE MAYOR TO EXECUTE ALL NECESSARY AGREEMENTS FOR THE
PURCHASE OF A VEHICLE AND EQUIPMENT FROM KOIS BROTHERS
EQUIPMENT COMPANY, INC.**

WHEREAS, the City of Laurel (hereinafter “the City”) has identified the need to purchase an additional vehicle and equipment for use in relationship to water and sewer distribution repair and maintenance;

WHEREAS, Kois Brothers Equipment Company, Inc. (hereinafter “Kois Brothers Equipment”) is offering for sale a 2008 Ford F550 XL, with necessary equipment and parts (hereinafter “the Vehicle”) for the total combined costs of 1) Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00) for the Vehicle and 2) Nine Thousand Seven Hundred Fifty-Six Dollars (\$9,756.00) for labor costs and additional equipment; and

WHEREAS, the City of Laurel currently possesses adequate funds for the purchase, and it is in the City of Laurel’s best interests to proceed with the purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the proposal for sale by Kois Brothers Equipment and purchase by the City of the Vehicle, and the Mayor is authorized to execute all contract and related documents with Kois Brothers Equipment for the purchase of the Vehicle, pursuant to the terms and conditions contained in the attached Proposal for the total combined costs of 1) Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00) for the Vehicle and 2) Nine Thousand Seven Hundred Fifty-Six Dollars (\$9,756.00) for labor costs and additional equipment.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

KOIS EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Harnish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

DATE 11/16/22
QUOTE NO. 22-17176
*** QUOTE ***

PAGE 1

SOLD TO:

CITY OF LAUREL
MATT WHEELER 406-628-7431
P.O. BOX 10
LAUREL MT 59044

SHIP TO:

CITY OF LAUREL
MATT WHEELER 406-628-7431
P.O. BOX 10
LAUREL MT 59044

CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

Matt,

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your down time is minimalized. Please review the quote and let us know if there is anything we can change for you. Thank you for working with KoIs Brothers Equipment Company. We look forward to meeting your needs.

Thank You,
Roy Pilcher
406-403-5321

CUSTOMER SIGNATURE



DATE



PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
2008 FORD F550 XL	*W/SNOWPLOW, CRANE, AIR COMPRE	1.00	EA	60,000.00	60,000.00

*** CONTINUED NEXT PAGE ***

KOIS EQUIPMENT COMPANY INC.

DENVER
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Fax: 303-298-8527

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CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
	2 WHEEL DRIVE WITH THE SNOWPLOW, CRANE AND AIR COMPRESSOR, JUST AS YOU SAW WHEN YOU LOOKED AT THE VEHICLE.				

MILES: 16,000
VIN: 1FDAF56R58EC66596

DISCOUNT	*GOOD CUSTOMER	-1.00	EA	2,500.00	-2,500.00
----------	----------------	-------	----	----------	-----------



All returned goods must be accompanied by
invoice and are subject to handling charge after 30 days.

NO RETURNS AFTER 90 DAYS

A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID.
BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR
STANDARTDS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES
OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION
THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total	57,500.00
Sales Tax	0.00
F.E.T.	0.00
Freight	0.00
TOTAL	57,500.00

KOIS EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
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Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Harnish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

DATE 12/ 1/22
PAGE 1
QUOTE NO. 22-17188
*** QUOTE ***

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CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

Matt,

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your down time is minimized. Please review the quote and let us know if there is anything we can change for you. Thank you for working with KoIs Brothers Equipment Company. We look forward to meeting your needs.

Thank You,
Roy Pilcher
406-403-5321

***These prices are good for 10 days and are subject to steel surcharges that may occur if a purchase order is not written within that time frame. Notifications of chassis hold up due to other manufacturing constraints must be clarified immediately of award. ***

We do not have this in stock at the moment, but it is readily available at the factory and we can get it in as soon as possible.

Size of toolboxes may change depending on the configuration of chassis

PRODUCT QUOTED MAY DIFFER FROM PICTURE DUE TO SPECIFICATIONS AND OPTIONS.

CUSTOMER SIGNATURE

DATE



KOIS EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

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2107 Harnish Blvd.
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CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

PART NUMBER	DESCRIPTION	QTY ORD	UOM
1725651	B-BLACK TREAD PLT CNTRACTOR WITH LOWER DRAWERS	2.00	EA
BP242496B	*STEEL STRAIGHT SIDE TUNNEL TO	1.00	EA
KOIS BUILT	*TRUNDLE DRAWER W/ DIVIDER	1.00	EA
SHOP SUPPLIES	SUPPLIES & DISPOSAL FEE HARDWARE, BOLTS, ETC..	1.00	EA
LABOR INSTALL	INSTALLATION LABOR TO INSTALL TOOLBOXES	3.00	EA
FREIGHT ESTIMATE	CHARGES MAY CHANGE DUE TO ACCELERATED FUEL PRICING	1.00	EA

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OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION
THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total	9,756.00
Sales Tax	0.00
F.E.T.	0.00
Freight	0.00
TOTAL	9,756.00

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QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

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CUSTOMER SIGNATURE

DATE



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PAGE 2
QUOTE NO. 22-17188
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MATT WHEELER 406-628-7431
P.O. BOX 10
LAUREL MT 59044

CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE MATT	12310	FOB BILLINGS	17	NET 10	406-628-7431

PART NUMBER	DESCRIPTION	QTY ORD	UOM
1725651	B-BLACK TREAD PLT CNTRACTOR WITH LOWER DRAWERS	2.00	EA
BP242496B	*STEEL STRAIGHT SIDE TUNNEL TO	1.00	EA
KOIS BUILT	*TRUNDLE DRAWER W/ DIVIDER	1.00	EA
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LABOR INSTALL	INSTALLATION LABOR TO INSTALL TOOLBOXES	3.00	EA
FREIGHT ESTIMATE	CHARGES MAY CHANGE DUE TO ACCELERATED FUEL PRICING	1.00	EA

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OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION

THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total	9,756.00
Sales Tax	0.00
F.E.T.	0.00
Freight	0.00
TOTAL	9,756.00

File Attachments for Item:

6. Resolution - A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For Services Performed By 120 Water Audit, Inc. Related To Lead Service Line Compliance.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY OF LAUREL CITY COUNCIL AUTHORIZING
THE MAYOR TO EXECUTE ALL NECESSARY AGREEMENTS FOR SERVICES
PERFORMED BY 120 WATER AUDIT, INC. RELATED TO LEAD SERVICE LINE
COMPLIANCE.**

WHEREAS, the City of Laurel (hereinafter “the City”) has identified the need to define and execute a plan to comply with the revised Lead and Copper Rule;

WHEREAS, 120 Water Audit, Inc. (hereinafter “120 Water”) has proposed to define and execute a plan to comply with the revised Lead and Copper Rule, including developing an inventory, categorized by customer address, for the City, with fully-known SL material information, and provide water quality lead and copper sampling services; and

WHEREAS, the parties wish to memorialize their respective rights and obligations, pursuant to the Master Services Agreement by and between 120 Water and the City, as well as other respective agreements related to the performance of the services to be provided by 120 Water.

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

Section 1: Approval. The Master Services Agreement by and between 120 Water and the City, as well as other respective agreements related to the performance of the services to be provided by 120 Water, copies attached hereto and incorporated herein, are hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute all necessary agreements for the provision of services by 120 Water, as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Lead Service Line Inventory Scope Of Work

This Scope of Work is incorporated in the agreement between 120 Water Audit, Inc., and the City of Laurel. Deliverables : The “Works,” as defined in the Agreement, comprise the deliverables stated in this SOW for each phase.

Goal: Define and execute a plan to comply with the revised Lead and Copper Rule, including developing an inventory, categorized by customer address, for the City of Laurel with fully known SL material information. Available in 120Water Platform and ArcGIS-compatible format (via 120Water-Esri Connector), and provide water quality lead and copper sampling services.

Inventory Development Methodology:

There are 7 separate phases to developing a full LSLI. They are:

- 1) Program Start and Customer Alignment
- 2) Data Investigation and Submission
- 3) Data Analysis
- 4) Preliminary Findings and Software Alignment
- 5) Software Import and Training
- 6) LSLI Verification Strategy
- 7) LSLI Verifications

Further information on each of these phases, along with a general timetable to complete, can be found below.

Phase 1: Program Start and Customer Alignment (1-2 weeks) | The purpose of this program stage is for the 120Water and the City of Laurel teams to initiate the lead service line inventory (LSLI) program and align on program expectations

- Customer Kick-Off Meeting: the 120Water team will host an introductory meeting to establish the cross-functional Program Team and confirm roles and responsibilities. The session will also establish the program approach including success metrics and project timelines, and the cadence of program reviews, client updates, and any additional the City of Laurel goals and expectations
- Deliverable(s): Document containing metrics, timelines, and roles and responsibilities.

Phase 2: Data Investigation and Submission (4-6 weeks) | The purpose of this program stage is for the 120Water team to identify, review, document, and collaboratively understand the existing data source(s) and systems.

- Data Investigation Call with 120Water LSLI Lead Program Consultant: The 120Water team will schedule a guided review meeting with the City of Laurel to identify sources of data the 120Water team can use to build out a preliminary lead service line inventory. Common data sources include:
 - GIS records
 - Billing system records
 - Work order system record
 - Paper reports, tap cards, as-builts, etc.

- Recent capital projects

- Data Request: After the Data Investigation Call, the LSLI Lead Program Consultant will submit a formal data request to the City of Laurel. The data request will outline the specific sources of data the 120Water team will need to analyze in order to identify all service locations, identify or rule-out sources of lead, and prioritize and strategize for lead service line inventory and replacement efforts.
- Data Submission: 120Water will review all submitted data sources. Once all data is submitted, the 120Water team will determine the best analysis approach to bring the data together into a single data set that reflects all service line locations and associated attributes.
 - ESRI Partnership Solution: Since the City of Laurel will have the ability to visualize data in ArcGIS Online (AGOL), 120Water will set up the {Customer Name} specific AGOL environment for data submission. 120Water will update the AGOL environment with preliminary inventory findings and continued inventory updates from the 120Water platform, as the City of Laurel progresses through their lead service line inventory program
- Deliverable(s): Data requests, data analysis plan options

Phase 3: Data Analysis (4-8 weeks) | The purpose of this program stage is to combine all submitted data to develop a preliminary, location-based lead service line inventory that includes EPA complaint service line material categorizations for all identified service lines. The aim is to use existing client data to identify locations, and use the data to rule out potential sources of lead.

- Initiate Analysis: The 120Water data analysis team will conduct a thorough review of the submitted data, to ensure all data fields are understood and data integrity is maintained.
- Build Records-Based Inventory: The 120Water data analysis team will clean and combine all appropriate data sources into a single service line inventory dataset. The final dataset in this stage will include service line locations and material type categorizations for each identified service line in the distribution network, as well as all associated location and service line attributes.
- Note: Should the City of Laurel have records of lead service lines within the system, the City of Laurel may then choose to use a data science driven selection approach to identify a statistically-driven selection of locations (*less than 400 service connections*) for physical field verification (not included in scope). 120Water will use the verification results as the basis for lead service line probability predictions. This approach may require additional investment from the City of Laurel chosen (or 120Water Service Partner) field services firm to execute potholing/hydrovacating/home inspections.
- Deliverable(s): Dataset containing the information described above in this phase.

Phase 4: Preliminary Findings and Software Alignment (2-4 weeks) | The purpose of this program stage is to deliver the results of the preliminary inventory, and gather any additional feedback from the client to support inventory development—both in terms of reviewing the inventory itself and ensuring the 120Water platform sets the client up for success in long-term inventory management.

- Preliminary Findings Session: The 120Water team will meet with the City of Laurel to deliver the preliminary inventory findings. The session will cover a discussion of service line locations, material type associations, the number of service lines the 120Water team was able to categorize as non-lead, geographic trends, etc.

- Data Verification: Using the findings the 120Water team will work with the {Customer Name} to determine if additional data is required to inform the inventory.
- Software Alignment: During the session, the 120Water team will propose the methodology for customizing the 120Water platform to meet the City of Laurel needs (e.g., customization data fields, location and service line identifiers, prioritization set-up, etc.).
- Additional Data Incorporation: If the City of Laurel submits additional data to be incorporated into the lead service line inventory, 120Water will process the data and integrate the new information into the preliminary inventory.
- Deliverable(s): Report of preliminary inventory findings, configuration documentation.

Phase 5: Software Import and Training (2-4 weeks) | The purpose of this program stage is to introduce the City of Laurel to their data in the software, and train the City of Laurel team on how best to use the software for continued inventory management.

- Software Configuration: Setup and configure 120Water platform software account and setup user(s) account(s)
- Inventory Software Import: Import the prepared data (*and/or*) use client's existing records into the 120Water software
 - Note: If the City of Laurel does elect to use the Lead Service Line Probability Finder (predictive model), the 120Water data analysis team will run the model to assess service lines that have the highest probability of containing lead. The preliminary inventory will need to contain sufficient data on SL locations in order to run the model. If the preliminary inventory does not contain the necessary data, 120Water will .
- Software Training: The 120Water team will train the City of Laurel user(s) on the 120Water software platform using the City of Laurel's data. During this session, the 120Water team and the client will discuss current data systems and processes and provide guidance on using 120Water platform for long-term LSL management
- AGOL Training: the 120Water team will also train the City of Laurel users on the use of the City of Laurel specific 120Water-AGOL environment.
- Deliverable (s): Supporting documentation from training sessions

Phase 6: Lead Service Line Inventory Verification Strategy (1-2 Weeks) | The purpose of this program stage is to strategize with the City of Laurel on how best to proceed with verifying the material types of service lines that are categorized as Unknown in the lead service line inventory.

- Establish the Prioritization Team: the 120Water team will meet with the client to determine the key decision-maker who will own the prioritization and scheduling
- Hold Prioritization and Verification Workshop: The 120Water team and the Prioritization Team will work through inventory findings, prioritization metrics, geographic considerations, neighborhood information, and other details to define the method for organizing ongoing inventory efforts. In addition, both teams will discuss and strategize verification methods that are best suited to support inventory efforts. Additional 120Water offerings include:
 - Customer LSLI Postcard or Letter Survey Campaigns
 - Lead Check Swab Kits + Customer LSLI Postcard Survey Campaigns
 - Physical Field Validation Checks
 - Sampling

- Initiate and Continue Inventory Efforts: The City of Laurel will continue leveraging 120Water software to keep the LSLI updated.
- Continuous Inventory Review: Review the LSLI for compliance throughout the inventory process to ensure the lead service line inventory meets state and federal requirements
- Deliverable(s): Validation plan document

Phase 7: Lead Service Line Inventory Verification (varies) | The purpose of this program stage is to execute on the strategies decided upon during the Verification Strategy phase. The City of Laurel team will have the option to use 120Water or 120Water Partner services to execute the chosen Verification Strategies, or perform those methods internally. In either case the 120Water Platform will serve as the database of record for all Service Line material updates, and the Platform will deliver that data back to the City of Laurel's GIS via the 120Water-Esri Connector.

- Deliverable(s): data produced by the platform.



120Water

City of Laurel - MT - LSLI

City of Laurel - MT

115 W 1ST ST

-

Laurel, MT 59101

United States

Reference: 20221104-161144287

Quote created: November 4, 2022

Quote expires: December 30, 2022

Quote created by: Joseph Duysen

Regional Account Manager

joseph.duysen@120water.com

Matt Wheeler

mwheeler@laurel.mt.gov

406-628-4796

Comments from Joseph Duysen

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Pro - Public Water System Annual subscription PWS Pro package to manage programs and data. Unlimited users	\$6,670.00 / year	1	12
Professional Services (Assist) Discrete tappable specifics under each scope area (block of 20 hours)	\$2,500.00 / year	2	12

Item Name & Description	Unit Price	Quantity	Term (months)
Implementation Setup, Configuration and Guided Web Training of the 120Water Account	\$1,500.00	1	12
4x8 undesigned Postcard printed double sided with postage Postcard sent outside the platform	\$1.75	1000	12
Tap Card Digitization Service Take all of their paper files and scan and transcribe then	\$3,210.00	1	12
Subtotals			
Annual subtotal			\$9,919.50 after \$1,750.50 discount
One-time subtotal			\$6,372.50 after \$87.50 discount
		Total	\$16,292.00

Purchase terms

Invoice Terms: Net 30

Billing Street Address: PO Box 10

Billing City: Laurel

Billing State: MT

Billing Zip Code: 59044

Billing Country: US

Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Joseph Duysen
Regional Account Manager
joseph.duysen@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

LEAD AND COPPER RULE REVISIONS CHECKLIST

Your Step By Step Guide to Managing LCRR Readiness and Compliance

LCRR has set a new standard for compliance, and the list of requirements is long. The below checklist outlines what is expected of water systems across the country at a federal level as of October 2022 (this checklist is not inclusive of state-specific regulatory guidelines regarding LCRR). Use this as a tool to assess your system's compliance readiness and track your compliance journey

Service Line Inventory

☐ Gather and Manage Service Line Information

- ☐ Assemble paper records that can inform service line materials (i.e. tap cards, master building plans, capital improvement project plans, etc.)
- ☐ Gather digital records that can inform service line materials (where applicable)
- ☐ Connect with local plumbers, contractors, city managers and others to acquire plumbing records and relevant code information to determine usage of various service line materials
- ☐ Determine if galvanized service lines are or ever were at any time downstream of a lead service line (LSL) or are currently downstream of a lead status unknown service line. If the water system is unable to demonstrate that a galvanized service line was never downstream of an LSL, it must presume there was an upstream LSL
- ☐ Procure a solution that will help you record and organize service line information from print and digital sources into an electronic format to begin building your preliminary inventory. Consider something that is easy to use in the field or the office, can integrate with other electronic platforms your system may use and can potentially enable reporting to your state when the time comes

☐ LSL Replacement Plan

- ☐ Document verification strategy for identifying the material of unknown lines
- ☐ Identify priorities within your utility's service area for locating and removing LSL, taking into consideration that pregnant women, children and the elderly are most severely impacted by lead contamination
- ☐ Document strategies for communicating with homeowners about your replacement program
- ☐ Develop a course of action for replacing LSLs, inclusive of both the utility and customer-owned portions of the line. The plan should include an annual replacement percentage in the event of a trigger-level lead exceedance and a strategy for pitcher/filter distribution post-replacement as well as flushing procedures
- ☐ Detail funding opportunities to assist with replacement specific to your state, especially customer-owned sections of the line

☐ Build and Verify Your Service Line Inventory

- ☐ Compile applicable records into your chosen electronic solution to build your preliminary inventory, including a locational identifier for each LSL (intersection, landmark, etc.)
- ☐ Connect with representatives in your state to determine acceptable verification methods for identifying unknown service line materials (such as interior inspection, excavation, predictive modeling, etc.) in your state
- ☐ Establish a strategy for identifying the material of unknown service lines on the utility and customer-owned portions of the line using the approved verification methods within your state
- ☐ Partner with professionals in the community (plumbers, realtors, general contractors, etc.) who may have access to customer-side portions of service lines to support verification efforts. Consider resident outreach to assist in verification efforts as well
- ☐ Define and document your internal process for updating the service line inventory annually. The EPA is requiring either an annual or triennial submission of updated inventories (dependent upon your LCR monitoring schedule) until the material of all service lines is accurately identified.

- ☐ Develop an internal (documented) process for the following scenarios:
 - ☐ Removal of LSLs, galvanized, lead goosenecks, pigtails or connectors, or lead status unknown lines during planned or unexpected infrastructure work, including necessary filter, flushing and sampling procedures post-replacement (if applicable)
 - ☐ Service disruption to LSLs, galvanized or lead status unknown lines, including internal response and customer communication and instructions
 - ☐ Customer replacement of an LSL, including filter and flushing instructions. LCRR requires utilities to replace their portion of a line within 45 days of customer-driven replacement

❑ Public Transparency and Notification

- ❑ Develop an interactive, digital map of your service line inventory if your water system serves over 50,000. The EPA is requiring that systems serving more than 50,000 people make their inventories accessible online. Although a digital format is not required for smaller utilities, all systems should make their inventories available to the public in some format
- ❑ Establish an annual notification process for customers served by LSLs, galvanized lines, and unknown service lines
- ❑ Send notification to affected customers within 24 hours if the lead action level for the 90th percentile concentration is above 15 ppb
- ❑ Send notification to affected customers within 3 days if their individual residential compliance sample exceeds 15 ppb
- ❑ Send notifications within 30 days of receipt regarding school and childcare sampling results to facilities involved, state agencies and health departments
- ❑ Develop communication plans to inform your customers about your system's inventory and LSL replacement efforts (if replacement is needed)
- ❑ Develop communication plans for schools and daycares in your utility's service area, focusing on those built before 2014. Elementary schools and daycares should be provided with a proposed sampling plan. Secondary schools are not required to be sampled under LCRR, but information on how to request sampling if desired should be provided

Sampling and Treatment

❑ Residential Sampling

- ❑ Prepare for Find and Fix provision requirements, which require utilities to provide follow-up sampling to any home with lead levels above 15 ppb within 30 days, perform a site analysis, recommend remediation methods and add site to regular WQP sampling
- ❑ Update sampling procedures to include 1-liter wide mouth bottles and evaluate adding 5th-liter sampling to your procedural routine
- ❑ Revise tier sampling pools to include all LSLs if applicable. If there are not enough LSLs to fill each pool, move on to galvanized downstream of lead or lead goosenecks, then copper with lead solder

❑ School and Daycare Sampling

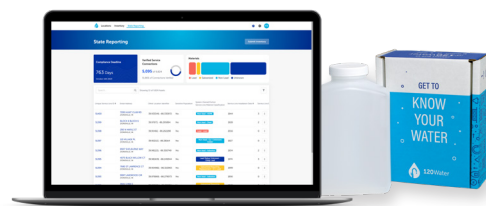
- ❑ Create a list of all schools and licensed daycare facilities in your utility's service area
- ❑ Develop a 5-year sampling schedule that includes sampling 20% of elementary schools each year, 20% of childcare facilities each year and secondary schools by request. All elementary schools and daycare facilities should be sampled by the end of the 5-year cycle, and must be sampled again after the 5 years by request
- ❑ Report to your appropriate state agency by July 1 of each year identifying that information regarding the health risks of lead was provided to all schools and childcare facilities, and the sampling and notification requirements were met

❑ WQP Sampling

- ❑ Sample WQPs at the locations, frequency and parameters required by your state
- ❑ Add new WQP sample sites under Find and Fix where lead exceedances are found

❑ Corrosion Control Treatment (CCT)

- ❑ Establish if you are or are not considered to have CCT under LCRR
- ❑ Review historic water quality and tap sample data as a baseline CCT evaluation method
- ❑ Under the new trigger level of 10ppb, systems currently using CCT will need to re-optimize CCT protocols using a lower threshold
- ❑ Any system with an action level exceedance (15 ppb) will be required to implement CCT



More than 400 utilities across the country have partnered with 120Water to meet LCRR compliance including:

- Developing preliminary inventories
- Standardizing data management
- Preparing inventory validation, sampling and customer communication programs

Our software and services help you cross the first biggest hurdle in developing a service line inventory.



120Water™

Smyrna, GA Gets Ahead of Lead:

City saves millions of dollars and prioritizes compliance well in advance of federal deadline

After learning about the daunting Lead and Copper Rule Revisions in late 2020, the City of Smyrna, GA, knew they needed to begin mapping out their service line inventory as soon as possible. Serving a population of 55,000 with 16,000 service connections, Bo Jones, the City's Assistant Director of Public Works, did not want to wait for additional state guidance and risk cutting it close to the federal compliance deadline of October 16, 2024.

120Water was contracted to support the City's inventory development efforts, and after an initial records review, which included GIS and billing data and historical tap cards kept in a filing cabinet, the City was left with about 5,000 unknown service lines, or about one-third of their system. Under LCRR, unknown service lines must be classified as lead until the material of the line can be validated using an accepted method. Thus, the City of Smyrna and 120Water began verifying these unknown service lines using water sampling, specifically a 1st/5th-liter draw.

Sequential sampling allows Smyrna to understand if there is a lead line present on the public or private-owned portions of the line, or both, and is a significantly less invasive method compared to potholing or excavation. Jones knew his community would not be agreeable to their lawns being torn up and wanted to ensure he had the community on his side throughout his inventory efforts.

450
informational
postcards
mailed to
residents

400
1st/5th liter
sampling kits
sent to
residents for
LSL verification

1,200%
savings using
verification
methods vs
replacing all
unknowns

Jones also knew it would be important to notify residents of the sampling initiative before simply sending a testing kit to their doorstep, so the 120Water team worked to develop a postcard that is sent out a few weeks prior to the testing kits making them aware of what is to come.

Building a service line inventory is a journey and 120Water has supported Smyrna by:

- **Sending 450 informational postcards to residents prior to sampling**
- **Mailing 400 5-liter testing kits to homes, along with detailed instructions for taking the sample correctly**
- **Working with schools and licensed daycares in their service area to prepare for future facility sampling requirements**
- **Providing 1,200% savings by verifying service line materials rather than assuming replacement for 5,000 lines**

Another concern Smyrna faced was how to fund their inventory development. Soon after hearing about LCRR, Jones met with the mayor and local council to explain the requirements and the impact on public health, and propose funding opportunities. The city created a CIP line item in the budget specifically for Jones' request. Additionally, Jones applied and secured funds through the American Rescue Plan Act (ARPA), which allocated spending toward improving water quality.

A year and a half into their service line project, Smyrna still has a road ahead of them to complete verification, but employing an experienced partner like 120Water will allow them to exceed compliance expectations, save time and financial resources, and have a fully verified inventory prior to the federal deadline.





120Water™

Best Practices for Inventory Development

The Second step of
Lead and Copper Rule Compliance

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



School & Childcare
Facility Sampling



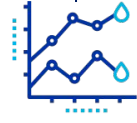
24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



"Find & Fix" Provision
Retest & Remediate



Action & Trigger Level
15 ppb vs 10 ppb

Key Dates

December 16, 2021
LCRR Effective Date

October 16, 2024
LCRR Compliance Date

Prior to October 16, 2024
EPA Finalizing Lead and
Copper Rule Improvements
(LCRI)

Get Started

LCRR playbook for
distribution systems that
likely **have lead**

Develop

1. **Develop Preliminary Inventory**
 - a. **Gather, digitize, and clean existing SL data**
 - b. **Include inventory of schools & daycares**
2. Create Customer Engagement Strategy
3. *Run Predictive Model*

Verify

4. Verify Preliminary Inventory
 - a. Verification planning/prioritization
 - b. *Execute private-side* field projects
 - c. *Execute public-side* field projects
 - d. *Re-run Predictive Model*
 - e. Create Replacement Plan
5. Provide Public Transparency Dashboard

Replace, Sample, Report

6. Pitcher/Filter Program
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
8. Manage Schools & Daycares Sampling
9. Report (as necessary) to Primacy Agency



Our Approach

Preliminary
records-based
inventory established

Compliant inventory
submitted to EPA by
10/16/2024

Preliminary Inventory Development

Inventory Verification

LSL Replacement

CREATE a records-based preliminary service line inventory

- Process steps
 - Data set(s) collection
 - Data cleaning & joining
 - Paper-records digitization
 - Data analysis
 - Review & iterate on inventory
 - Finalize Preliminary Inventory
 - Upload inventory to software
- Determine verification approach

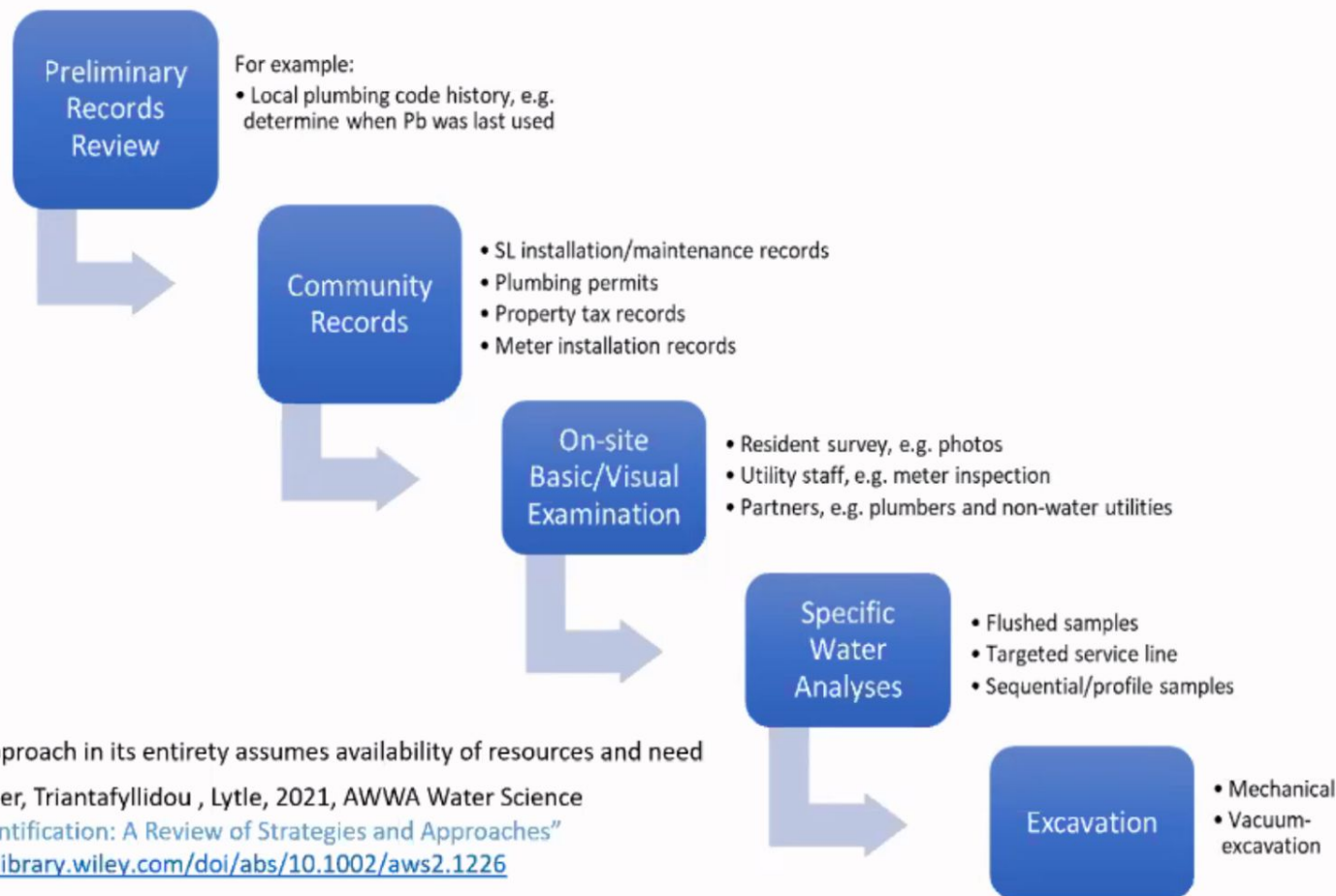
VERIFY unknown material type service lines, update & submit

- Verification Methods
 - Customer surveys
 - Site inspections
 - Lead check swabs
 - Sampling
 - Test pitting
 - Observations from field work
- Public communications

CREATE replacement plan and REPLACE lead service lines

- Develop & submit LSLR Plan
- Public communications
- Prioritize locations
- Schedule
- Replacement construction
- Post construction sampling
- Update inventory

Suggested stepwise SL identification approach



Note: Adopting the approach in its entirety assumes availability of resources and need

From Hensley, Bosscher, Triantafyllidou, Lytle, 2021, AWWA Water Science

“Lead Service Line Identification: A Review of Strategies and Approaches”

<https://awwa.onlinelibrary.wiley.com/doi/abs/10.1002/aws2.1226>

Top Data Sources to Build Your Inventory

- Top Data Sources:
 - GIS, work order + billing systems
 - Contractors
 - Historical Records
 - Tax parcel data
 - Customers
 - Capital improvement projects
 - Other Documentation
- Tips for finding and digitizing these records?
 - Check policy and plumbing codes when LSL restricted relative to federal ban in 1986
 - Examine your existing data
 - Layer in city records (such as tax parcel data) to understand home age and relevant data points
 - Communicate and collaborate with personnel throughout the utility

The screenshot displays the ArcGIS Connector interface. On the left, a map of Brownsburg, IN, shows numerous orange dots representing service line materials. A popup window titled "Service Line Materials" is open, showing details for a specific material. A blue arrow points from this popup to a detailed view of the service line on the right.

Service Line Materials Popup:

Service Line Materials	
Account ID	573667
Address	8500 Lockerbie Dr, Brownsburg, IN, 46112
Utility Material	Copper - COP
Utility Side Verified	Yes
Utility Install Date	2/7/1991, 11:00 AM
Utility Verification Date	2/7/1991, 11:00 AM
Customer Material	Lead - LP
Customer Side Verified	Yes
Customer Verification Date	12/9/2021, 8:00 AM
Zoom to	

Service Line Details View:

External ID: 367

Details | Samples | Communications | Contacts | **Service Lines** | Activities

External ID: 477

Service Line: 477 In Service

Public Line

Material	Verification
Cu, No Lead	Records
Installed Date	Verified By
02/07/1991	John Bernstein
Verification Date	Removal Date
02/07/1991	--
Diameter (in)	Depth (in)
1"	36"

Fittings

Lead Fittings
No
Verification
Records
Verified By
John Bernstein
Verification Date
--

Private Line

Material	Verification
Lead	Visual
Installed Date	Verified By
--	Tom Smith
Verification Date	Removal Date
12/09/2021	--
Diameter (in)	Depth (in)
1"	36"

Evolve from Paper based records to a fully digital database using AI

[illegible]

[Programs](#)
[Locations](#)
[Samples](#)
[Inventory](#)
[Communications](#)

Assets

[Filter Data](#)

Showing 10 of 275 Service Lines

<input type="checkbox"/>	External ID	Address	Tier	Programs	Events	Probability %	Date Evaluated	Public	Private
<input type="checkbox"/>	383	3247 Eden Park Dr, Carmel, IN 46033	-	-	-	-		Lead	C&I Lead
<input type="checkbox"/>	382	3208 Eden Way, Carmel, IN 46033	-	-	-	-		Lead	Unknown
<input type="checkbox"/>	381	3231 Elen Hollow Pl, Carmel, IN 46033	-	LSL Verification	Customer Verification	80%	08/08/2021	Unknown	Unknown
<input type="checkbox"/>	380	3305 Eden Way Cir, Carmel, IN 46033	-	-	-	-		Unknown	Lead
<input type="checkbox"/>	379	949 Ardora Pl, Carmel, IN 46033	-	LSL Verification	Customer Verification	80%	08/08/2021	Unknown	Unknown
<input type="checkbox"/>	378	32967 Elen Glen Dr, Carmel, IN 46033	-	LSL Verification	Customer Verification	57%	08/08/2021	Unknown	Unknown
<input type="checkbox"/>	377	3225 Eden Way, Carmel, IN 46033	-	-	-	-		PNC	PNC
<input type="checkbox"/>	376	3396 Elen Hollow Pl, Carmel, IN 46033	-	LSL Verification	Customer Verification	61%	08/08/2021	Unknown	Unknown
<input type="checkbox"/>	375	3388 Eden Way Pl, Carmel, IN 46033	-	LSL Verification	Customer Verification	40%	08/08/2021	Unknown	Unknown
<input type="checkbox"/>	374	45 Honeymoon Ln, Carmel, IN 46033	-	-	-	-		Unknown	Lead

Customer Engagement Strategy

Develop

Planned, Proactive, Positive

Automated and triggered communications

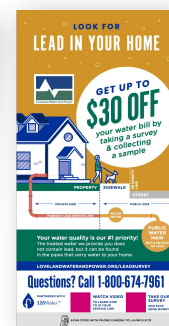
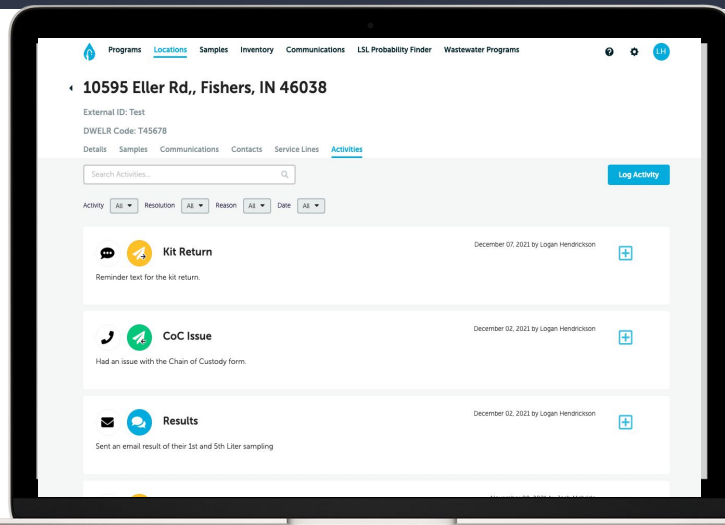
- Automatically generate and send templated notices anytime and anywhere they are needed.
- Engage with one location or the entire distribution system with a few clicks.

End-to-end activity tracking

- See history of all communications and activities with customers by location.

Custom postcards and surveys

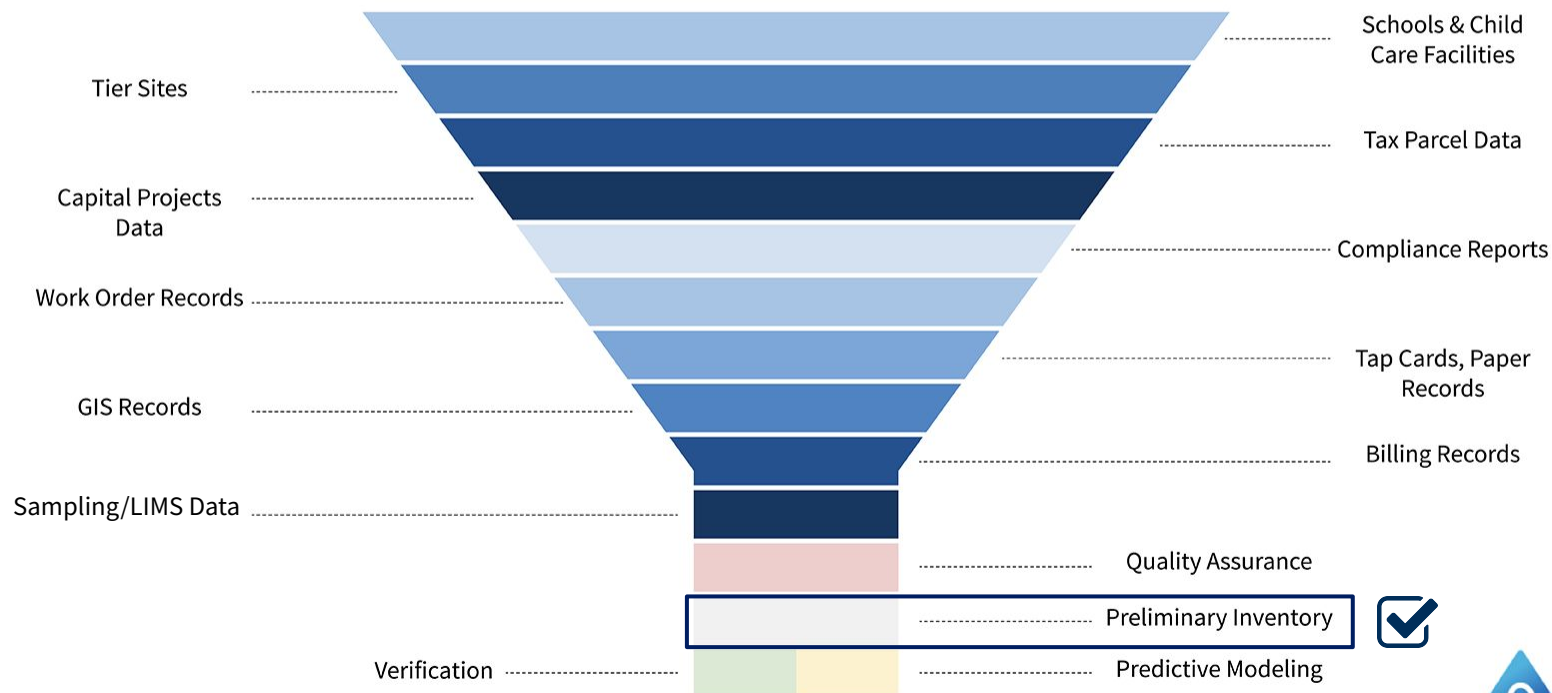
- Provide an engaging and positive brand experience.



Preliminary Inventory Development

Develop

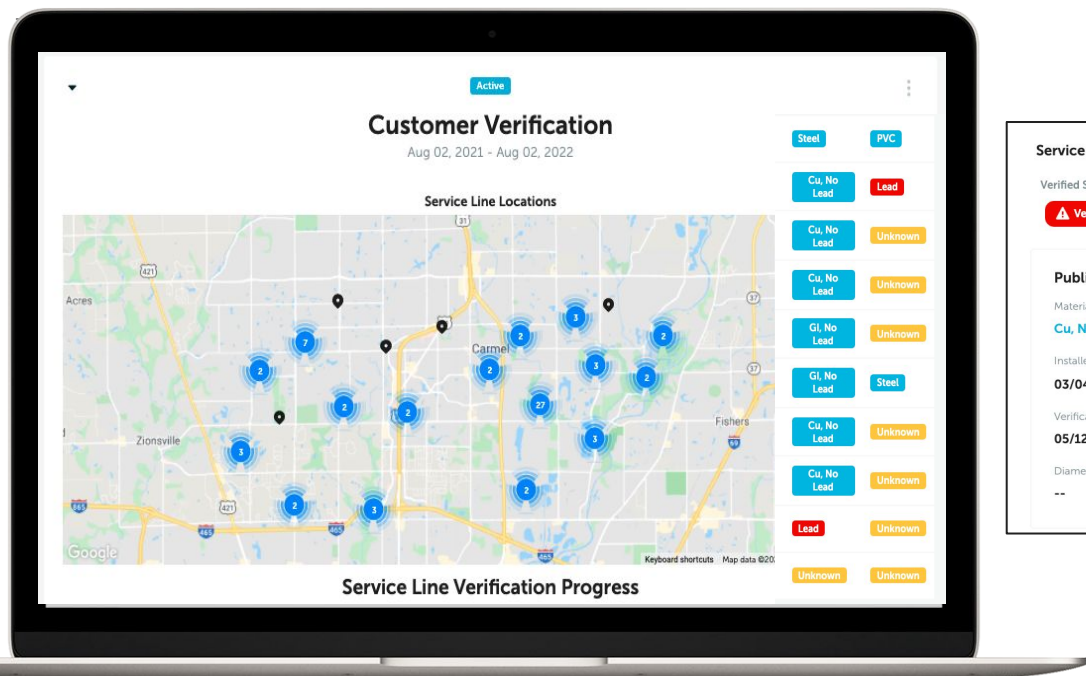
Create your inventory, regardless of starting place



Verification Workflow Management

Verify

Track every step of the verification process



Service Line:

In Service

Edit Details

Delete

Verified Status

Verified Date

Verified Lead

07/07/2021

Public Line

Material

Cu, No Lead

Installed Date

03/04/1993

Verification Date

05/12/2021

Diameter (in)

--

Verification

Records

Verified By

Roger M.

Removal Date

--

Depth (in)

--

Fittings

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

--

Private Line

Material

Lead

Installed Date

--

Verification Date

07/07/2021

Diameter (in)

--

Verification

Visual - Swab

Verified By

Tony R.

Removal Date

--

Depth (in)

--

How do I get started?

LCRR playbook for distribution systems that likely **have lead**

Develop

1. Develop Preliminary Inventory
 - a. Gather, digitize, and clean existing SL data
 - b. Include inventory of schools & daycares
2. Create Customer Engagement Strategy
3. *Run Predictive Model*

Verify

4. Verify Preliminary Inventory
 - a. Verification planning/prioritization
 - b. *Execute private-side field projects***
 - c. *Execute public-side field projects***
 - d. *Re-run Predictive Model***
 - e. *Create Replacement Plan***
5. Provide Public Transparency Dashboard

Replace, Sample, Report

- 6. Pitcher/Filter Program**
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
8. Manage Schools & Daycares Sampling
9. Report (as necessary) to Primacy Agency



Our Approach

Preliminary
records-based
inventory established

Compliant inventory
submitted to EPA by
10/16/2024

Inventory Verification

LSL Replacement

VERIFY unknown material type service lines, update & submit

- Verification Methods
 - Customer surveys
 - Site inspections
 - Lead check swabs
 - Sampling
 - Test pitting
 - Observations from field work
- Public communications

CREATE replacement plan and REPLACE lead service lines

- Develop & submit LSLR Plan
- Public communications
- Prioritize locations
- Schedule
- Replacement construction
- Post construction sampling
- Update inventory

Private-side Verification

Verify your *customer owned* inventory efficiently

Lead check swabs | Customer survey postcards

- Easy to use with clear instructions
- Customers digitally submit results in minutes
- Data is automatically imported into the software



Survey:

Street Address, Apt # (if applicable), City, State, and Zip Code where sample will be collected:

Customer Name: _____

Primary Phone: _____

Email Address: _____

LCR Participation:

- ☐ Yes, I would like to participate in the Lead and Copper Program.
- ☐ No, Please take me off the list at this time.

Structure Type (Check one)

- ☐ Single Family Home
- ☐ Multi Family Home (ex: Duplex, Apartment building)
- ☐ Other Buildings. Explain below: _____

Year of Construction (Check one)

- ☐ If exact year is known, enter: _____
- ☐ After 1988
- ☐ July 1986 – December 1988
- ☐ January 1983 – June 1986
- ☐ Before 1983
- ☐ Unknown

In-home Water Treatment Device (Check all that apply)

Plumbing (Check all that apply)

- ☐ Lead pipe
- ☐ Copper pipe without Lead Solder
- ☐ Copper pipe with Lead Solder
- ☐ Galvanized pipe
- ☐ Plastic pipe
- ☐ Original Plumbing has not been replaced
- ☐ Other. Explain below: _____

- ☐ None
- ☐ Water Softener
- ☐ Reverse Osmosis
- ☐ Whole house filter
- ☐ Filter at sink faucet
- ☐ Other. Explain below: _____

Verify

Using Lead Check Swabs

Your local water utility is working hard to identify possible lead sources and we need your help!

These swabs are a quick and easy way to identify lead in your home's plumbing. As a participant in this assessment you were provided 2 swabs to apply to two locations in your home:

1. The Service Line
2. Interior plumbing with solder

REMEMBER: 1 Swab per location – DO NOT rub on more than one (1) location

Watch our video to learn how to find these! Visit [120water.com/lead-check](https://www.120water.com/lead-check) or scan the QR code.



FOLLOW THESE THREE SIMPLE STEPS TO LOOK FOR LEAD IN YOUR HOME

STEP 1: If available, use sandpaper to scrub the metal surface you want to test. Wipe the surface clean.

STEP 2: Crush the swab on the A and B marks (See Figure 1). Turn the swab tip-side-down and shake it several times (See Figure 2). Then gently squeeze until a yellow liquid comes to the surface.

STEP 3: Gently squeeze the tube while lightly rubbing the surface you are testing (See Figure 3). Rub for 30 seconds. Swabs must be used within two minutes.

No Lead: If the tip remains **YELLOW**, verify your negative results by squeezing a drop of reagent onto the test confirmation card. (See Picture 1)

Lead Pipe: The tip will turn **PINK** or **RED** if lead is present. (See Picture 2)

Lead Solder: If you are testing leaded solder, the tip may turn **PINK** or **RED** first, and then may turn **PURPLE**. This is caused by the presence of tin.



EXAMPLES: Image 1 depicts a lead-free certified bronze elbow. Image 2 depicts a lead service line. Lead check swabs confirmed expected results for both plumbing components.

PLEASE KEEP IN MIND:

- Swabs cannot be used to test water but you can use them on toys or ceramics if you do not have solder to test.
- Use one swab per surface and do not rub an individual swab on more than one metal

The letter contained in this kit will provide you with instructions and a link to report your findings.



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TAKE THIS SHORT SURVEY

TO HELP US PROTECT YOUR DRINKING WATER

<<<INSERT CLIENT NAME>>> requests your help in completing this important survey to document the material of your water service line from the water meter to just outside of your house or business. The results may help to improve the quality of water that you rely on every day. Submitting will not obligate you to replace your water service line, but it may allow CLIENT to obtain grant funding to replace your water service line at **NO COST TO YOU** (if you permit this work to take place on your property).

This survey may be completed through one of the following methods:



MAIL: Back of this postcard



PHONE: (800) 674-7961



EMAIL: support@120water.com



ONLINE: 120Water.formstack.com/forms/client



IN-PERSON: INSERT CLIENT Business Office
M-F, BETWEEN THE HOURS OF 8 AM AND 4 PM

Thank you for your response.



Lead may be found in the plumbing materials inside your home or business which could be released into drinking water.

FOR HELP OR TO LEARN MORE GO TO: bit.ly/EPAleadcheck



NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

The type of **my water service line** from the water meter to just outside of my house or business is best described as the following:

- | | |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Lead | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Galvanized steel | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Copper | <input type="checkbox"/> I am unsure and would like someone from INSERT CLINET NAME to assist me in identifying the material. |
| <input type="checkbox"/> Plastic | |

I have determined the type of **my water service line** as follows:

- ☐ I have observed the material and know what it is.
☐ I have been provided some form of documentation of the water service line material.
☐ It is my best guess.
☐ Other _____

My house or business was built in one of the following time periods:

- | | |
|----------------------------------------|--------------------------------------|
| <input type="checkbox"/> Prior to 1960 | <input type="checkbox"/> After 1988 |
| <input type="checkbox"/> 1960 to 1988 | <input type="checkbox"/> I am unsure |

Are there children under the age of 6 and/or pregnant women who live in your home or regularly visit your home?

- ☐ Yes ☐ No

Are you willing to participate in the Lead and Copper Program?

- ☐ Yes ☐ No



The INSERT CLIENT NAME requests your assistance in completing this survey. At your convenience, please answer all questions and detach the survey along the perforated edge. Once completed, simply place the detached survey in your mailbox or drop it off in your nearest postal drop box.



Submit your survey by

FRIDAY, OCTOBER 14TH, 2022

for a chance to win

SIX MONTHS OF WATER FOR FREE.

(restrictions may apply)

Verify

Public-side Verification

Verify

Verify your *utility owned* inventory efficiently

- Simple software to use in the field
- Upload photos and notes
- Maintain real-time records and monitor activities for every location

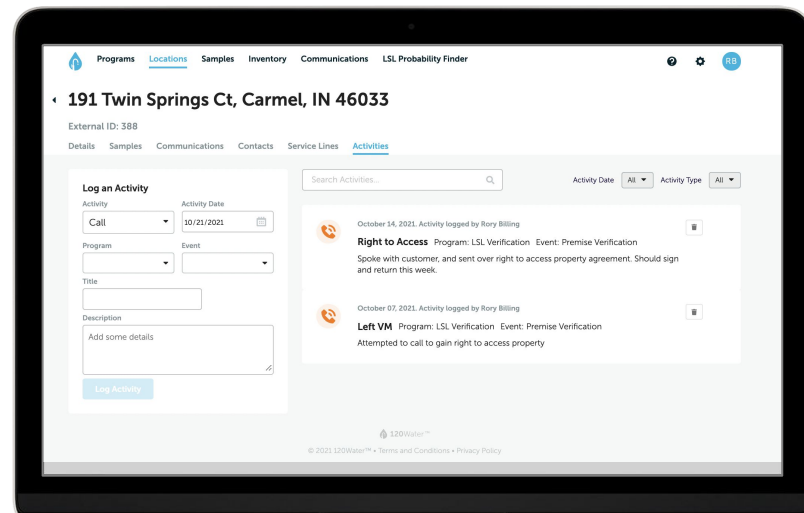
Public Line

Material
Cu, No Lead Verification
**Visual -
Excavation**

Installed Date
06/23/1988 Verified By
Paul B.

Verification Date
-- Removal Date
--

Diameter (in)
-- Depth (in)
--

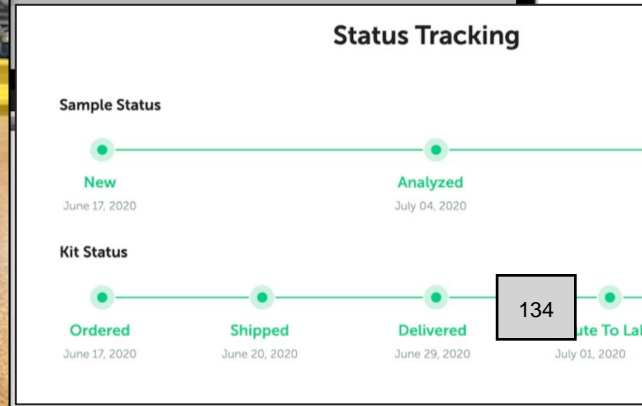
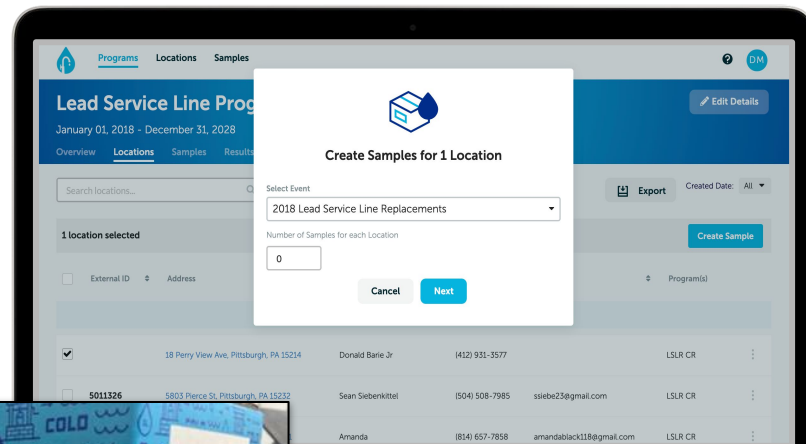


Sampling

Replace, Sample, Report

1st and 5th Liter kits

- Create samples and order kits to be direct shipped with a few clicks
- Track sample and kit status separately in real-time
- View lab results (automatically uploaded to 120Water platform)
- Access sampling history for each location



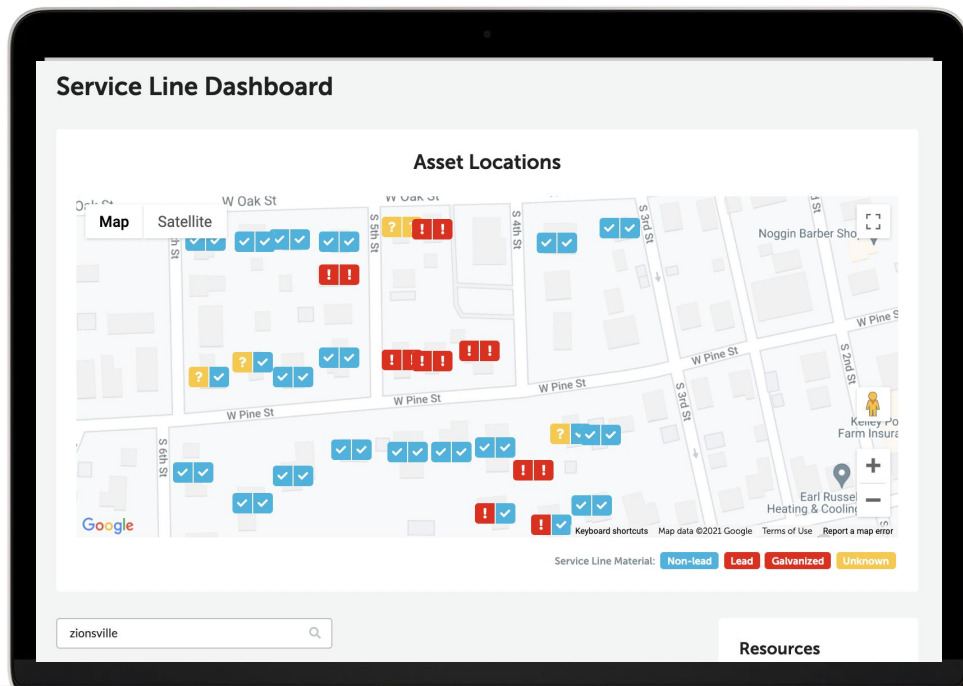
Public Transparency Dashboard

Verify

Build trust and stay compliant with ease

Showing 10 of 31 Assets

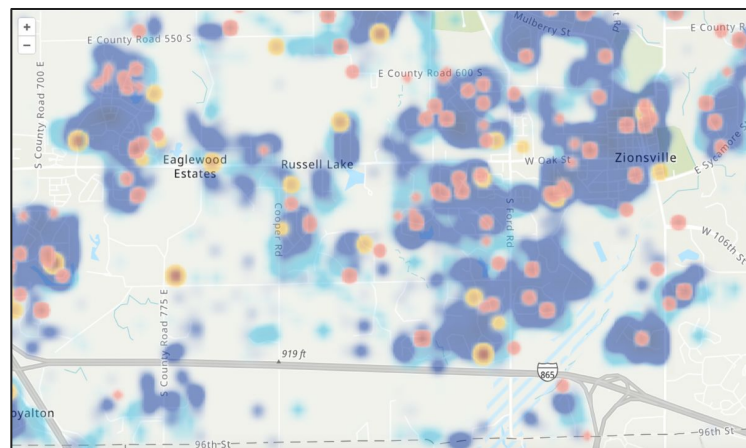
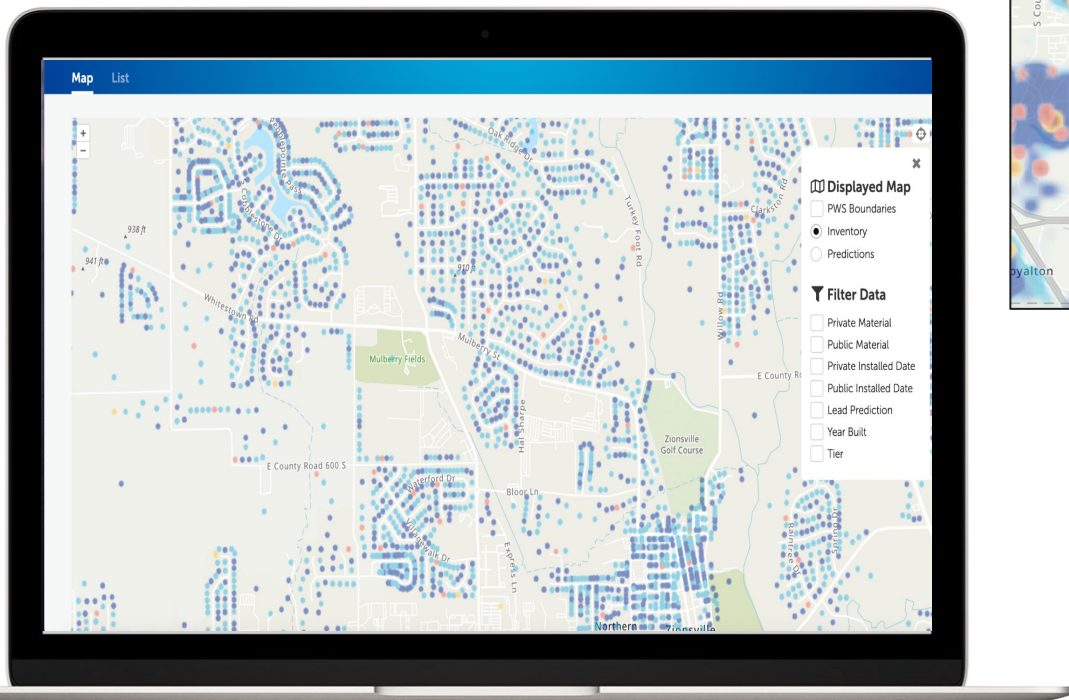
Address	Public / Private	Updated Date
151 Augusta Street, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
25 Primrose St., Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
2511 Levee Drive, Pawnee, IN 62558	Lead Lead	05/05/2021
308 High Ridge Court, Pawnee, IN 62558	Non-lead Unknown	05/05/2021
38 Edgefield Rd, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
58 Lower River Dr., Pawnee, IN 62558	Non-lead Lead	05/05/2021
60 Ridge St., Pawnee, IN 62558	Unknown Unknown	05/05/2021
64 N. Mechanic Road, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
64 Trenton St, Pawnee, IN 62558	Lead Lead	05/05/2021
657 S. Blackburn Ave., Pawnee, IN 62558	Lead Lead	05/05/2021



Public Transparency Dashboard

Verify

Build trust and stay compliant with ease



Showing 10 of 31 Assets

Address	Public / Private	Updated Date
131 Augusta Street, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
25 Primrose St, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
Jersey Drive, Pawnee, IN 62558	Lead Lead	05/05/2021
308 High Ridge Court, Pawnee, IN 62558	Non-lead Unknown	05/05/2021
38 Edgemoor Rd, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
58 Lower River Dr, Pawnee, IN 62558	Non-lead Lead	05/05/2021
60 Ridge St, Pawnee, IN 62558	Unknown Unknown	05/05/2021
64 N. Mechanic Road, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
64 Trenton St, Pawnee, IN 62558	Lead Lead	05/05/2021
657 S. Blackburn Ave, Pawnee, IN 62558	Lead Lead	05/05/2021

Our Approach

Preliminary
records-based
inventory established

Inventory Verification

***VERIFY unknown material type
service lines, update & submit***

- Verification Methods
 - Customer surveys
 - Site inspections
 - Lead check swabs
 - Sampling
 - Test pitting
 - Observations from field work
- Public communications

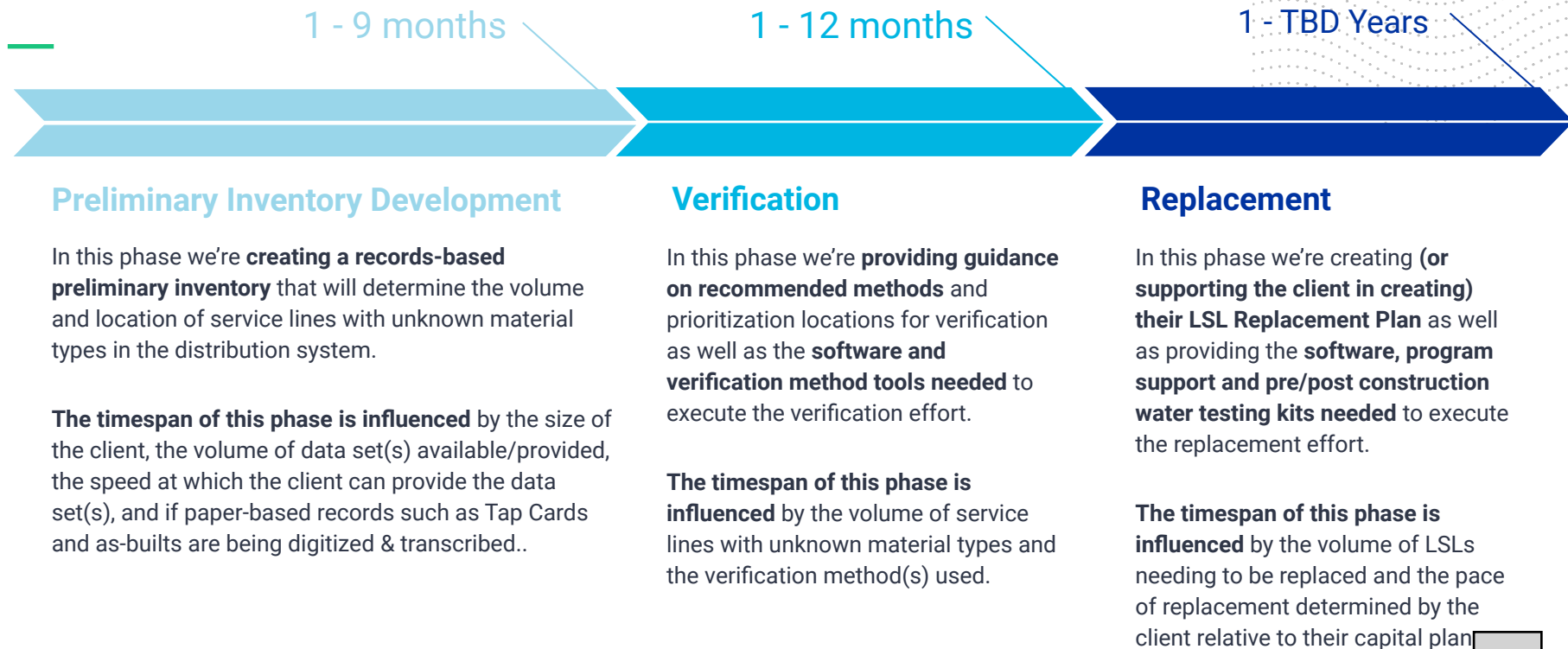
Compliant inventory
submitted to EPA by
10/16/2024

LSL Replacement

***CREATE replacement plan and
REPLACE lead service lines***

- Develop & submit LSLR Plan
- Public communications
- Prioritize locations
- Schedule
- Replacement construction
- Post construction sampling
- Update inventory

Our Approach: Program Timeline



Expand Your Preliminary Inventory



01

Preliminary Inventory in 120Water
Confirmed LSLs and Non-LSLs



02

Add Tax Parcel Data
Publicly-sourced + 120Water Owned



03

Run Predictive Model
Decision Trees

04

Create Verification List
For all locations



05

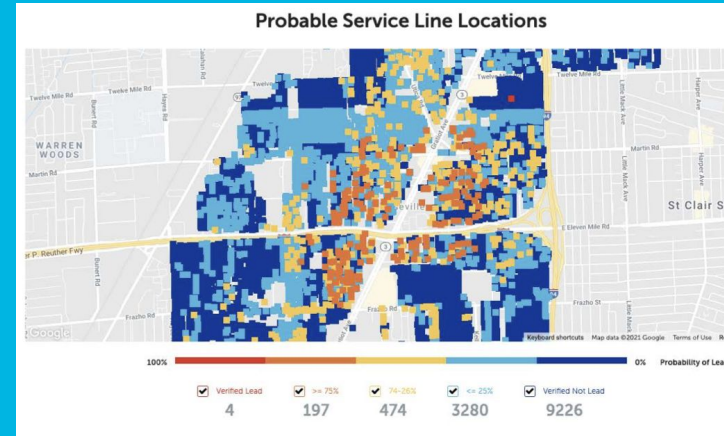
Verify
Update Inventory



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Generate Your LSL Inventory

The LSL Probability Finder allows utilities to complete a system-wide inventory with some known LSLs and to manage that inventory across the organization over many years.



Our Professional Services team will help ensure that no detail is overlooked



How we help you save



Comply

Comply with regulations requiring lead service line inventories.



Prioritize

Prioritize and manage lead service line replacement work.



Cut Costs

Reduce cost and eliminate unnecessary digs.

In house comparison

JUST FOR SENDING SURVEYS:

- 5 hrs to design
- 8 hours to process addresses
- 8 hours to stuff & prep to send
- 3-7 full days (8 hours each) of manual data entry for 1,100 surveys

WITH 120Water

- Quick design/ KO meeting > 1 hr

State Rural Water Partners



Trusted Lead Program Experts

Associations



Agencies



Partners



Water Systems



THANK
YOU

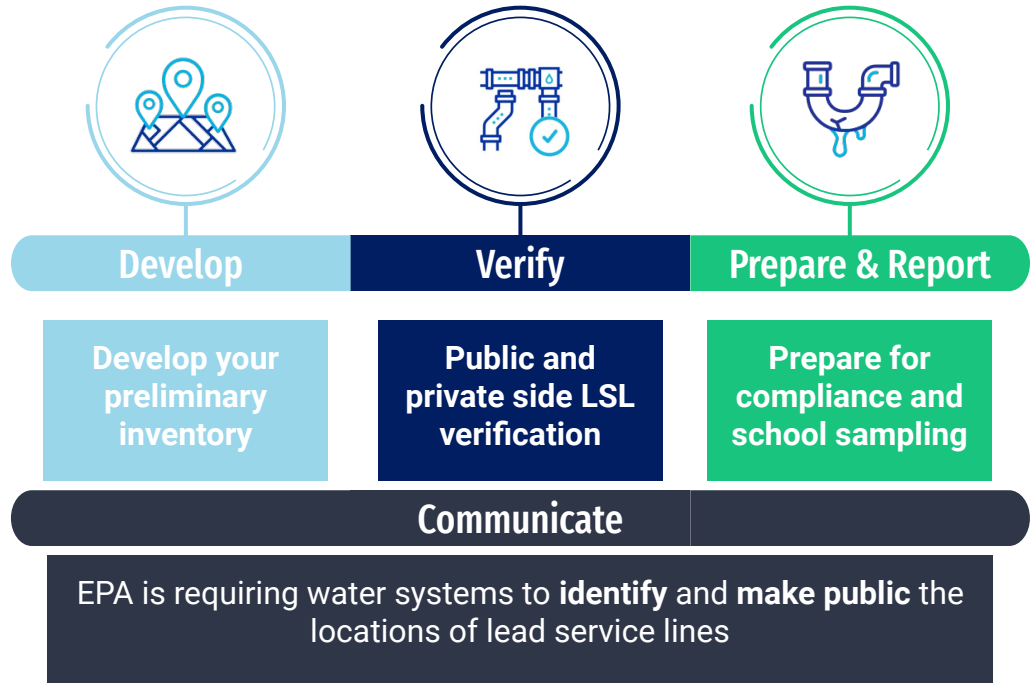
Joseph Duysen
224-830-3868
Joseph.Duysen@120
water.com



120Water™

Service Line Inventory

“Public Water Systems must develop a preliminary inventory of both **public and private** side service lines within 3 years of final rule publication.”



120Water Suite

Easy to use **Software**

Full-service logistics for **Kits**

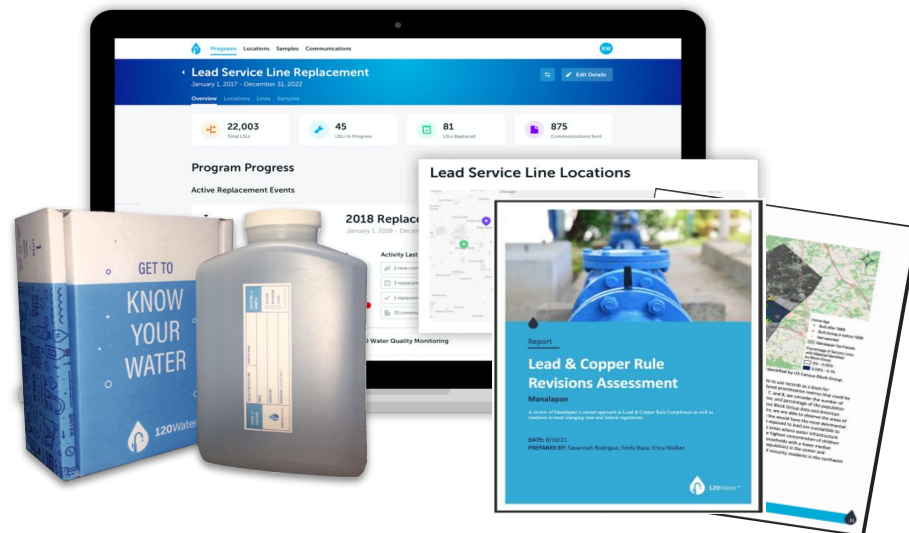
Expert guidance & **Services**



250+ PWS in 30 States



12+ State agency school/daycare
sampling programs



Replace, Sample, Report

Verify

Develop

Communication, Workflow, Data mgmt

120Water Platform



The 120Water Platform

An integrated solution that helps you navigate every step of the Lead and Copper Rule, adding ease and efficiency to your programs and allowing you to confidently achieve compliance.

SOFTWARE

Data Management | Workflow Management | Communication Management | Logistics Management

Sampling | Testing | Kit Tracking

Remediation | Field Tech Management

Communications | Workflows | Notifications

Contacts | Lists | Search | Activities | Documents | Photos

Reporting | Dashboards | Insights

Custom Fields | Configuration | User Roles | Account Management

Predictive Modeling

Public Transparency Dashboard

DATA

Data Stream Integration Engine ([OpenAPI](#), [EDD Connect](#), [IoT/SCADA/App Connectors](#))

Lab & Testing Data

IoT Devices

Data Connectors

KITS

1st and 5th Liter Water Testing Kits

Private-side Verification Kits

Pitcher Filter Kits

SERVICES

Program Consulting & Full-service Execution

Partner Network & Lab Services

Program Funding

Strategy & Design

Remediation & Field

Tap Card Digitization

Customer Support

Data & Reporting



The 120Water Platform

An integrated solution that helps you navigate every step of the Lead and Copper Rule, adding ease and efficiency to your programs and allowing you to confidently achieve compliance.

SOFTWARE

Data Management

Workflow Management

Communication Management

Logistics Management

KITS

End-to-end logistics management

The right kit for every program

1st and 5th Liter
Water Testing Kits

Private-side
Verification Kits

Pitcher Filter Kits

Custom-branded packaging

SERVICES

Program Consulting & Full-service Execution

Strategy & Design

Program Funding

Lab services

Remediation & Compliance

Partner Network

Customer Support

Data & Reporting

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File Attachments for Item:

7. Resolution - A Resolution Of The City Of Laurel City Council Clarifying Legal Scope Of Resolution No. R05-23 Related To Classification Of The City Of Laurel.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY OF LAUREL CITY COUNCIL CLARIFYING
LEGAL SCOPE OF RESOLUTION NO. R05-23 RELATED TO CLASSIFICATION
OF THE CITY OF LAUREL.**

WHEREAS, pursuant to Montana law, every City that has a population of less than 10,000 and more than 5,000 is characterized as a City of the Second Class (Mont. Code Ann. § 7-1-4111);

WHEREAS, pursuant to Montana law, every Second Class City that has a population of more than 5,000 and less than 7,500 may, by Resolution and Certified Filings elect to be a Third Class City (Mont. Code Ann. § 7-1-4112);

WHEREAS, the latest Official Census taken under the direction of the Congress of the United States establishes that the population of the City of Laurel, Montana is 7,222, which is greater than 5,000, approaching 7,500, but less than 10,000;

WHEREAS, in 2005, the City of Laurel City Council passed Resolution No. R05-23 electing to be and remain a City of the Third Class;

WHEREAS, pursuant to Montana law, any such election must be made by Resolution, and a Certified Copy of such Resolution must be filed in the Office of the County Clerk and in the Office of the Secretary of State (Mont. Code Ann. § 7-1-4118), and only thereafter does a City obtain lower-class certification;

WHEREAS, no such Certified Copy of the Resolution was filed, and therefore, the City of Laurel remained a City of the Second Class; and

WHEREAS, the City of Laurel is approaching the population cap of 7,500 that does not permit an election to a lower-class certification; and

WHEREAS, the City of Laurel therefore is and elects to remain a City of the Second Class.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that Resolution No. R05-23 is declared null and void; and

BE IT FURTHER RESOLVED that the City of Laurel is and elects to remain a City of the Second Class in the State of Montana and be governed by all applicable provisions of the Montana Code Annotated relative to Cities of the Second Class.

Certified copies of this Resolution shall be filed in the Office of the Clerk and Recorder of Yellowstone County, Montana, and in the Office of the Secretary of State, Montana.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney