



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, APRIL 25, 2023
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R23-23

NEXT ORD. NO.
O23-02

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of April 11, 2023.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

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

Consent Items

NOTICE TO THE PUBLIC

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

3. Claims entered through April 21, 2023.
4. Approval of Payroll Register for PPE 4/16/2023 totaling \$217,006.92.
5. Workshop Minutes of October 18, 2023.
6. Workshop Minutes of November 1, 2022.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of April 11, 2023.
8. Public Works Committee Minutes of March 20, 2023.
9. Emergency Services Committee Minutes of February 27, 2023.

- [10.](#) Park Board Minutes of April 6, 2023.
- [11.](#) Tree Board Minutes of March 20, 2023.
- [12.](#) City/County Planning Board Minutes of March 15, 2023.
- [13.](#) Laurel Urban Renewal Agency Minutes of March 6, 2023.
- [14.](#) Laurel Urban Renewal Agency Minutes of April 17, 2023.
- [15.](#) Emergency Services Committee Minutes of January 23, 2023.
- [16.](#) Emergency Services Committee Minutes of March 27, 2023.

Audience Participation (Three-Minute Limit)

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

Scheduled Matters

17. Motion to allow Council Member Klose to be absent from the City of Laurel for possibly more than ten days. (LMC 2.12.060)
18. Appointment of JW Hopper as Fire Chief.
- [19.](#) Appointment of Steven Hurd to the Cemetery Commission for the remainder of a term ending June 30, 2024.
- [20.](#) Resolution No. R23-23: A Resolution Authorizing The Mayor To Execute Lease Agreements With Laurel Little League And American Legion Baseball Post #123 For Baseball Facilities And Pool Building As Described In The Lease Agreements.
- [21.](#) Resolution No. R23-24: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Play Space Designs For Phase Two Of The Laurel Splash Park.
- [22.](#) Resolution No. R23-25: A Resolution Of The City Council Authorizing The Mayor To Approve A Work Change Directive For The Project Known As The WTP Lift Well Replacement.
- [23.](#) Resolution No. R23-26: A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.
- [24.](#) Resolution No. R23-27: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order For The Project Known As The South 4th Street Reconstruction.
- [25.](#) Ordinance No. O23-02: An Ordinance Amending Section 2.72.020 (Composition) Of The Laurel Municipal Code Related To Membership In The Laurel City-County Planning Board.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

File Attachments for Item:

1. Approval of Minutes of April 11, 2023.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

April 11, 2023

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on April 11, 2023.

COUNCIL MEMBERS PRESENT: Emelie Eaton Heidi Sparks
 Michelle Mize
 Casey Wheeler Irv Wilke
 Richard Klose Jodi Mackay

COUNCIL MEMBERS ABSENT: Richard Herr

OTHER STAFF PRESENT: Michele, Braukmann, Civil City Attorney
 Brittney Moorman, Administrative Assistant
 Lyndy Gurchiek, Ambulance Director
 JW Hopper, Interim Fire Chief

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of March 28, 2023, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Police Monthly Report – March 2023

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- Claims entered through April 7, 2023.
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- Approval of Payroll Register for PPE 4/2/2023 totaling \$229,954.46.

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

Motion by Council Member Klose to amend the approval of Payroll Register for PPE 4/2/2023 totaling \$229,954.46 to \$228,481.53, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Motion by Council Member Klose to approve the consent items as amended, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of March 28, 2023.
- Tree Board Minutes of February 16, 2023.
- Library Board Minutes of January 10, 2023.
- Library Board Minutes of February 21, 2023.
- Public Works Committee Minutes of January 20, 2023.

Council Minutes of April 11, 2023

- City/County Planning Board Minutes of February 15, 2023.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Resolution No. R23-21: Resolution Adopting Amendments To The Personnel Policy Manual For The City Of Laurel**

Motion by Council Member Eaton to approve Resolution No. R23-21, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-22: A Resolution Of The City Council To Submit The Question To The Electorate Authorizing The City To Impose A New Mill Levy For The City Of Laurel Emergency Response Services Of A New 50.06 Mills To Fund Ems Services, Including Staffing, Volunteer Compensation, Training, And Ancillary Operations**

Motion by Council Member Sparks to approve Resolution No. R23-22, seconded by Council Member Wilke.

Ambulance Director Gurchiek briefly reviewed what the proposed Mill would do for her department. It will add additional full-time EMTs, increase wages to be competitive for existing staff, increase volunteer stipends, and look at increasing the Medical Director's stipend.

There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Mize to adopt Ordinance No. O23-02, seconded by Council Member Eaton. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Wilke, Mackay, Klose, Wheeler, Mize, and Eaton voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Public Works Committee's next meeting is Monday, April 17, 2023, at 6:00 p.m. in Council Chambers.

Council Member Klose stated he would be absent from the City from May 11-17, 2023. He requested a motion granting him permission to leave the City on the next Council cycle.

MAYOR UPDATES:

Now that Council has approved the Mill to go before the voters this fall, the City will need to focus on education before the November vote.

The Southside project is moving along.

The splash park is moving along.

We received news today that the City's workers' compensation saw almost a 10% reduction for this next Fiscal Year. The City will also receive \$10k back from the premiums it paid this year.

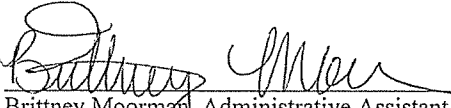
UNSCHEDULED MATTERS: None.

DRAFT

ADJOURNMENT:

Motion by Council Member Mize to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:47 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 25th day of April 2023.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

5. Workshop Minutes of October 18, 2023.

Emelie Eaton
 Michelle Mize
 Casey Wheeler
 Richard Klose

Heidi Sparks
 Richard Herr
 Irv Wilke
 Bill Mountsier

OTHERS PRESENT:

Brittney Moorman, Administrative Assistant
Stan Langve, Police Chief

Public Input:

There were none.

General Items

1. Appointment of Aron Kostelecky to the Public Works Committee.

There was no discussion.

2. Appointment of Jonathan Gotschall to the Public Works Committee.

Jonathan Gotschall briefly introduced himself to Council.

3. Appointment of Camilla Nelson to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2024.

There was no discussion.

4. Appointment of Richard Klose to the City/County Planning Board for a two-year term

Dale Blom, 610 W. 13th Street, questioned the need for insurance for a flag parade driving through town. He also questioned if a special event permit would be needed for a protest.

It was clarified a special event permit would be required for events that affect the public right of way, and there is an exemption for protests as long as free access is allowed. It was further clarified that LMC has always required insurance and indemnity, and those requirements can be waived for low-impact events.

Council Issues

6. Vision Statement Discussion

The City Attorney briefly reviewed the changes made from the last version that Council received.

Council received three versions of the vision statement in their packet; all three are included in the packet.

Dale Blom, 610 W. 13th Street, stated that he looked at the packet and did not see the other versions of the vision statement.

It was clarified that inclusivity and environmental stewardship were removed from versions 2 and 3.

Mr. Blom stated he did not find the packet user-friendly and only saw the original version. He questioned whom we were excluding by stating inclusiveness. It was also questioned if sustainable practices were included in the vision statement and what kind of partnership with

Other Items

There were none.

Attendance at Upcoming Council Meeting

All Council Member Sparks will be absent from next week's meeting. All other Council Members plan to be in attendance.

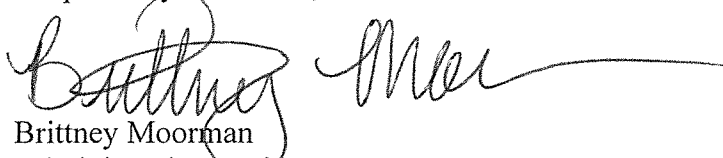
Announcements

7. Vacancies on Boards/Committees/Commissions

Mayor Waggoner announced all current vacancies.

The council workshop adjourned at 7:16 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brittney Moorman", with a long horizontal flourish extending to the right.

Brittney Moorman
Administrative Assistant

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

**MAYOR AND CITY COUNCIL VALUES, VISION, MISSION, GOALS AND
STRATEGIES FOR THE CITY OF LAUREL, MONTANA**

CORE VALUES

These are the Core Values of the City of Laurel, Montana.

LEADERSHIP:

We strive to uphold the highest work ethic, treat everyone fairly, empower people to do their best, promote continuous improvement, foster teamwork, and communicate openly and respectfully, so that, as a City, we are able to achieve trust and accountability throughout our community.

INCLUSIVENESS:

We cultivate an environment of trust and respect for all residents and visitors alike. We strive to ensure that our actions are inclusive and reflective of the community we strive to be, while maintaining our “small town roots” and keeping our historical values in focus.

INTEGRITY:

We safeguard public trust through honest business practices and open communication. Our credibility with the public depends on our strong ethical stewardship of all resources.

MISSION STATEMENT

Deliver quality professional public services to all residents in the City of Laurel community and the region, while ensuring high value and quality results.

GOALS AND CORRESPONDING STRATEGIES

1. **City Asset Stewardship:** *Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks and public spaces to better serve the community, anticipate future needs and prevent further degradation.*
 - a. Work with community partners for possible development of a City Splash Park for use by City residents and families.
 - b. Upkeep of City signage.
 - c. Invest in City recreation and outdoor assets, to the extent fiscally responsible.

2. **Transparency, Accountability and Communication:** *Implement programs, processes, revisions and training to improve and advance the City's efforts.*
 - a. Establish various Advisory Boards/Committees that encourage citizen involvement.
 - b. Bolster social media platform presence and utilize City online resources to roll out proposed programs and resolution/ordinance changes.
 - c. Design, develop and deploy a community engagement portal.

3. **Financial Stability:** *Develop a strategic plan to better address current and future City expenditure and revenue needs, while continuing to provide high quality municipal service.*

best provide services for City residents and community members.

- b. Identify grant funding opportunities for public safety and emergency response services.
- c. Improve equipment and services addressing public safety needs.
- d. Evaluate possible partnerships with Yellowstone County to best serve City residents in relationship to public safety emergency response services.

5. Complete/Maintained Streets: *Plan, design and implement streets, sidewalks, parking, and transportation methods that allow the best possible access for all types of users.*

- a. Continue to maintain and improve the existing street and sidewalk infrastructure within the City of Laurel.
- b. Engage the public in conducting parking studies, recommendations, and funding sources for additional parking within the City of Laurel.

6. Environmental Stewardship: *Adopt and develop policies and ordinances that preserve and protect the environment.*

- a. Identify potential projects that foster environmental stewardship, reduce the City's carbon footprint and allow eligibility for developing grant funding.
- b. Design and implement outreach programs to encourage tree planting and additional environmental aesthetic growth.
- c. Implement public infrastructure projects that enhance conservation of the environment and sustainable practices.

7. Civic Pride and Building a Family-Friendly Community: *Promote the growth and advancement of civic pride and support for family services and activities.*

**MAYOR AND CITY COUNCIL VALUES, VISION, MISSION, GOALS AND
STRATEGIES FOR THE CITY OF LAUREL, MONTANA**

CORE VALUES

These are the Core Values of the City of Laurel, Montana.

LEADERSHIP:

We strive to uphold the highest work ethic, treat everyone fairly, empower people to do their best, promote continuous improvement, foster teamwork, and communicate openly and respectfully, so that, as a City, we are able to achieve trust and accountability throughout our community.

TRANSPARENCY:

We cultivate an environment of trust and respect for all residents and visitors alike. We strive to ensure that our actions are transparent to all constituents in the community.

INTEGRITY:

We safeguard public trust through honest business practices and open communication. Our credibility with the public depends on our strong ethical stewardship of all resources.

MISSION STATEMENT

Deliver quality professional public services to all residents in the City of Laurel community and the region, while ensuring high value and quality results.

GOALS AND CORRESPONDING STRATEGIES

1. City Asset Stewardship: *Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks and public spaces to better serve the community, anticipate future needs and prevent further degradation.*

- a. Work with community partners for possible development of a City Splash Park for use by City residents and families.
- b. Upkeep of City signage.
- c. Invest in City recreation and outdoor assets, to the extent fiscally responsible.

2. Transparency, Accountability, and Communication: *Implement programs, processes, revisions, and training to improve and advance the City's efforts.*

- a. Establish various Advisory Boards/Committees that encourage citizen involvement.
- b. Bolster social media platform presence and utilize City online resources to roll out proposed programs and resolution/ordinance changes.
- c. Continue to maintain access for all constituents to knowing and understanding City business, whether in paper or online forums.
- d. Design, develop and deploy a community engagement portal.

- a. Assess gaps in quality of public safety/emergency response services and determine how to best provide services for City residents and community members.
- b. Identify grant funding opportunities for public safety and emergency response services.
- c. Improve equipment and services addressing public safety needs.
- d. Evaluate possible partnerships with Yellowstone County to best serve City residents in relationship to public safety emergency response services.

5. Complete/Maintained Streets: *Plan, design and implement streets, sidewalks, parking, and transportation methods that allow the best possible access for all types of users.*

- a. Continue to maintain and improve the existing street and sidewalk infrastructure within the City of Laurel.
- b. Engage the public in conducting parking studies, recommendations, and funding sources for additional parking within the City of Laurel.

6. Civic Pride and Building a Family-Friendly Community: *Promote the growth and advancement of civic pride and support for family services and activities.*

- a. Identify potential projects that foster civic pride, support for the community, and advocacy for multiple generations of City constituents.
- b. Identify family-friendly development, including parks and other recreational opportunities, to encourage and promote safe and healthy interaction between families.
- c. Implement programming that supports community involvement in the development of a Splash Park, other park opportunities, and expanded park spaces, within the City of Laurel.

**MAYOR AND CITY COUNCIL VISION AND MISSION STATEMENTS AND
CORRESPONDING GOALS FOR THE CITY OF LAUREL, MONTANA**

VISION STATEMENT

The City of Laurel will thoughtfully grow as an Eastern Montana community that protects residential character, historic resources, promotes multi-beneficial development, ensures respect and transparency, and maintains a friendly and “home-town” feel.

MISSION STATEMENT

Deliver quality professional public services to all residents in the City of Laurel community and the region, while ensuring high value and quality results.

GOALS AND CORRESPONDING STRATEGIES

1. City Asset Stewardship: *Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks and public spaces to better serve the community, anticipate future needs and prevent further degradation.*

- a. Work with community partners for possible development of a City Splash Park for use by City residents and families.
- b. Unkeen of City signage

- a. Conduct Impact Fee Assessments to determine feasibility of implementing new fees associated with development and update existing fees.
- b. Identify additional/missing City revenue opportunities/sources outside of property tax streams.
- c. Strengthen policies and procedures for financial reporting and budgeting of capital improvements.
- d. Review all local projects for efficiency, optimization, and fiscal sustainability purposes.
- e. Identify new grant and other public funding sources for City projects/needs.

4. Growth and Improvement of Public Safety/Emergency Response Services: *Assess continued needs for City residents in being provided the best public safety and emergency response services.*

- a. Assess gaps in quality of public safety/emergency response services and determine how to best provide services for City residents and community members.
- b. Identify grant funding opportunities for public safety and emergency response services.
- c. Improve equipment and services addressing public safety needs.
- d. Evaluate possible partnerships with Yellowstone County to best serve City residents in relationship to public safety emergency response services.

5. Complete/Maintained Streets: *Plan, design and implement streets, sidewalks, parking, and transportation methods that allow the best possible access for all types of users.*

- a. Continue to maintain and improve the existing street and sidewalk infrastructure within the City of Laurel.
- b. Engage the public in conducting parking studies, recommendations, and funding sources for

File Attachments for Item:

6. Workshop Minutes of November 1, 2022.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 01, 2022**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:31 p.m. on November 1, 2022.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Michele Braukmann, Civil City Attorney
Brittney Moorman, Administrative Assistant
Stan Langve, Police Chief
Kurt Markegard, Public Works, and Planning Director
Kelly Strecker, Clerk/Treasurer

Public Input:

Mark and Janel Alison, 1045 Golf Course Road, stated they are starting a restaurant called The Cracked Egg. The goal is to open on March 1st. The Alison's asked if Council had any input into their plans.

The Public Works and Planning Director stated that there is no need for a special review for their plans to open The Cracked Egg.

General Items

Executive Review

1. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors

Mayor Waggoner stated there would be an online auction for all items declared as surplus. The listing will start tomorrow due to scheduling. If Council chooses not to declare the items as surplus, they can be removed from the site.

Mayor Waggoner also allowed the Town of Joliet to join the auction, but they are paying their own fees and did not have enough surplus for their own auction.

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute All Loan Documents By And Between Montana Board Of Investments Intercap And The City Of Laurel For The Purchase Of A Garbage Truck

There was no discussion.

3. Resolution - Resolution Of The City Of Laurel City Council Of Intent To Increase The City Of Laurel's Solid Waste Rates And Setting A Date And Time For A Public Hearing.

The Public Works and Planning Director and Clerk/Treasurer presented the attached spreadsheets. No tax dollars go into Solid Waste, which is solely funded by the fees it collects.

It was questioned where the costs on the spreadsheets came from, and it was clarified that they came from the budget books. The expenses are outpacing the revenue, and Solid Waste will be going into the hole.

It was questioned about increasing the fee at the Container Site, and it was clarified that the fee is set via the schedule of fees. However, the City is looking at setting a \$5.00 minimum.

Solid Waste will no longer have reserves in three to four years, and the City can move to a private service if they wish.

It was questioned what happens if these figures aren't enough. It was clarified that a review of the fees would be done again in a few years to see if an increase is needed. A public hearing will be scheduled for December 13, 2022, for the public to comment.

It was questioned about what happens if someone has issues paying their bill. Is there any State assistance? It was clarified that there is currently assistance through the LIHWAP program, which will cover Water and Sewer but not Garbage.

4. Ordinance No. O22-06: An Ordinance Amending Certain Chapters Of Title 12.18 Of The Laurel Municipal Code Relating To Special Event Permits For The City Of Laurel

There was no discussion.

Council Issues

Council Member Wheeler attended the County Board of Health meeting last week and reported that it was an excellent meeting.

Other Items

There were none.

Attendance at Upcoming Council Meeting

Council Member Mize will be absent from next week's City Council meeting. All others in attendance plan to attend next week's meeting.

Announcements

There is a construction meeting for the S. 4th Street project at the Senior Center on November 9th at 6 p.m.

The council workshop adjourned at 7:30 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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

Fiscal Year	Billings Dumping		Tons Dumped	Cost per Ton	Wages per Year	Fuel per Year
	Fees					
18-19	\$ 154,028.30		6791	\$ 22.68	\$ 321,368.00	\$ 53,035.00
19-20	\$ 179,996.15		6893	\$ 26.11	\$ 263,607.00	\$ 48,967.00
20-21	\$ 204,945.35		6826	\$ 30.02	\$ 284,405.00	\$ 49,043.00
21-22	\$ 233,857.00		7086	\$ 33.00	\$ 328,824.00	\$ 75,514.00
22-23	\$ 249,781.50		7355	\$ 35.25	\$ 335,400.48	\$ 75,514.00
		62%	8%	55%	4%	42%
PROJECTED TOTALS IF BILLINGS INCREASE DUMPING FEES BY \$2.00 PER TON PER YEAR AND TONAGE CONTINUES TO INCREASE.						
23-24	\$ 286,837.50		7649	\$ 37.50	\$ 342,108.49	
24-25	\$ 310,245.00		7955	\$ 39.00	\$ 348,950.66	
25-26	\$ 339,193.00		8273	\$ 41.00	\$ 355,929.67	
26-27	\$ 369,972.00		8604	\$ 43.00	\$ 363,048.27	
27-28	\$ 402,660.00		8948	\$ 45.00	\$ 370,309.23	
		61%	32%	20%	8%	

Yet to be determined, average b:

Projected Increase

Fiscal Year	Total Expenses	Total Revenue
18-19	\$ 869,001.00	\$ 898,387.00
19-20	\$ 748,254.00	\$ 908,145.00
20-21	\$ 955,491.00	\$ 935,074.00
21-22	\$ 1,091,545.00	\$ 933,748.00
22-23	\$ 1,235,587.00	\$ 943,670.00
	26%	5%

Actual
Actual
Actual
Actual

Estimate without a rate increase and no garbage truck payment

Residential Rate Increase over 4 Years 7 Months

Total Residential Clients = 2918

Fiscal Year	Per Month Cost	Increase	Current Cost	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	\$ 14.00					\$ 168.00		
22-23	\$ 14.00	\$ 3.00	\$ 17.00	21.4%	\$ 17.00	\$ 204.00	\$ 36.00	\$ 60,927.84
23-24	\$ 17.00	\$ 3.00	\$ 20.00	17.6%	\$ 20.00	\$ 240.00	\$ 36.00	\$ 105,048.00
24-25	\$ 20.00	\$ 3.00	\$ 23.00	15.0%	\$ 23.00	\$ 276.00	\$ 36.00	\$ 105,048.00
25-26	\$ 23.00	\$ 2.50	\$ 25.50	10.9%	\$ 25.50	\$ 306.00	\$ 30.00	\$ 87,540.00
26-27	\$ 25.50	\$ 2.00	\$ 27.50	7.8%	\$ 27.50	\$ 330.00	\$ 24.00	\$ 70,032.00
							\$ 162.00	\$ 472,716.00

Residential Customers
Total Increase over the next 4 years 7 months.

Commercial Rate Increase over 4 years 7 Months

Total Users 68, same as residential customers

Fiscal Year	Per month Cost	Increase	Current Cost	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	\$ 14.00					\$ 168.00		
22-23	\$ 14.00	\$ 3.00	\$ 17.00	21.4%	\$ 17.00	\$ 204.00	\$ 36.00	\$ 1,419.84
23-24	\$ 17.00	\$ 3.00	\$ 20.00	17.6%	\$ 20.00	\$ 240.00	\$ 36.00	\$ 2,448.00
24-25	\$ 20.00	\$ 3.00	\$ 23.00	15.0%	\$ 23.00	\$ 276.00	\$ 36.00	\$ 2,448.00
25-26	\$ 23.00	\$ 2.50	\$ 25.50	10.9%	\$ 25.50	\$ 306.00	\$ 30.00	\$ 2,040.00
26-27	\$ 25.50	\$ 2.00	\$ 27.50	7.8%	\$ 27.50	\$ 330.00	\$ 24.00	\$ 1,632.00
								\$ 9,987.84

Commercial 1 - 90 Gallon can picked up once per week.
Total Increase over the next 4 years 7 months.

Commercial Rate Increase over 4 years 7 Months

Total Users - 73, 300 gallons picked up 6 days per week.

Fiscal Year	Per Month Cost	Increase/per gal	Current Cost	Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	0.0327					\$ 3,060.72		
22-23	0.0392	0.0065	\$ 0.0457		\$ 255.06	\$ 3,060.72	\$ 608.40	\$ 25,759.66
23-24	0.0461	0.0069	\$ 0.0530		\$ 305.76	\$ 3,669.12	\$ 645.84	\$ 47,146.32
24-25	0.0531	0.0070	\$ 0.0601		\$ 359.58	\$ 4,314.96	\$ 655.20	\$ 47,829.60
25-26	0.0588	0.0057	\$ 0.0645		\$ 414.18	\$ 4,970.16	\$ 533.52	\$ 38,946.96
26-27	0.0634	0.0046	\$ 0.0680		\$ 458.64	\$ 5,503.68	\$ 430.56	\$ 31,430.88
								\$ 191,113.42

Commercial 2 - 300 Gallon Can picked up 6 times per week.
Total Increase over the next 4 years 7 months.

Commercial Rate Increase over 4 years 7 Months Total Users -21, 200 gallons picked up 6 days per week.

Fiscal Year	Per Month Cost	Per Gallon	Increase	Current Cost	Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	0.0327					\$ 170.04	\$ 2,040.48		
22-23	0.0392		\$ 0.0457	0.0065		\$ 203.84	\$ 2,446.08	\$ 405.60	\$ 4,940.21
23-24	0.0461		\$ 0.0530	0.0069		\$ 239.72	\$ 2,876.64	\$ 430.56	\$ 9,041.76
24-25	0.0531		\$ 0.0601	0.0070		\$ 276.12	\$ 3,313.44	\$ 436.80	\$ 9,172.80
25-26	0.0588		\$ 0.0645	0.0057		\$ 305.76	\$ 3,669.12	\$ 355.68	\$ 7,469.28
26-27	0.0634		\$ 0.0680	0.0046		\$ 329.68	\$ 3,956.16	\$ 287.04	\$ 6,027.84
									\$ 36,651.89

Commercial 3 - 200 Gallon Can picked up 6 times per week.
Total Increase over the next 4 years 7 months.

Commercial Rate Increase over 4 years 7 Months Total Users -51, 100 gallons picked up 6 days per week.

Fiscal Year	Per Month Cost	Per Gallon	Increase	Current Cost	Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	0.0327					\$ 85.02	\$ 1,020.24		
22-23	0.0392		\$ 0.0457	0.0065		\$ 101.92	\$ 1,223.04	\$ 202.80	\$ 5,998.82
23-24	0.0461		\$ 0.0530	0.0069		\$ 119.86	\$ 1,438.32	\$ 215.28	\$ 10,979.28
24-25	0.0531		\$ 0.0601	0.0070		\$ 138.06	\$ 1,656.72	\$ 218.40	\$ 11,138.40
25-26	0.0588		\$ 0.0645	0.0057		\$ 152.88	\$ 1,834.56	\$ 177.84	\$ 9,069.84
26-27	0.0634		\$ 0.0680	0.0046		\$ 164.84	\$ 1,978.08	\$ 143.52	\$ 9,759.36
									\$ 46,945.70

Commercial 4 - 100 Gallon Can picked up 6 times per week.
Total Increase over the next 4 years 7 months.

Commercial Rate Increase over 4 years 7 Months Total Users -20, 300 gallons picked up once a week.

Fiscal Year	Per Month Cost	Per Gallon	Increase	Current Cost	Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	0.0327					\$ 42.58	\$ 510.90		
22-23	0.0392		\$ 0.0457	0.0065		\$ 51.04	\$ 612.46	\$ 101.56	\$ 1,178.05
23-24	0.0461		\$ 0.0530	0.0069		\$ 60.02	\$ 720.27	\$ 107.81	\$ 2,156.11
24-25	0.0531		\$ 0.0601	0.0070		\$ 69.14	\$ 829.63	\$ 109.37	\$ 2,187.36
25-26	0.0588		\$ 0.0645	0.0057		\$ 76.56	\$ 918.69	\$ 89.06	\$ 1,781.14
26-27	0.0634		\$ 0.0680	0.0046		\$ 82.55	\$ 990.56	\$ 71.87	\$ 1,437.41
									\$ 8,740.07

Commercial 5 - 300 Gallon Can picked up once a week.
Total Increase over the next 4 years 7 months.

Revenue Increased per year from all users	
Year 1 Increase	\$ 100,224.42
Year 2 Increase	\$ 176,819.47
Year 3 Increase	\$ 177,824.16
Year 4 Increase	\$ 146,847.22
Year 5 Increase	\$ <u>120,319.49</u>

\$ 722,034.75 Total increase over the next 4 years 7 months.

File Attachments for Item:

7. Budget/Finance Committee Minutes of April 11, 2023.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, April 11, 2023**

Members Present: Richard Klose, Emelie Eaton, Heidi Sparks, Michelle Mize

Others Present: Kelly Strecker, Mayor Dave Waggoner

The meeting was called to order by the Committee Chair at 5:30 pm.

Public Input: There was no public comment.

General Items –

1. Review and approved March 28, 2023, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of March 28, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through April 7, 2023. Michelle Mize moved to approve the claims and check the register for claims entered through April 7, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
4. Review and approve the March 2023 Utility Billing Adjustments, Emelie Eaton moved to approve the March 2023 Utility Billing Adjustments. Michelle Mize seconded the motion, all in favor, motion passed 4-0.
5. Review and approve Payroll Register for the pay period ending April 2, 2023, totaling \$228,481.53. Emelie Eaton motioned to approve the payroll register for the pay period ending April 2, 2023, totaling \$228,481.53. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.

New Business – Emelie Eaton heard rumor of Love’s Truck Stop wanting to come in at the West Interchange. Mayor stated that they would need water and sewer services and they would need to Annex into the city.

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending April 2, 2023.
2. Mayor Update – Mayor stated that the mill levy is being voted on in council tonight. He mentioned that Walmart has a 1.6 million renovation going to take place. They will be adding space for grocery pickup, so the employees will no longer be walking up and down the isles in the store. This added space will be for them to pick up goods, in a designated area. Mayor also stated that the Splash Park project and the South 4th Street Project are moving along.
3. Clerk/Treasurer Financial Update-Kelly stated that she had just got word that Worker’s Comp rates will decrease 8.25% for next Fiscal Year. Also updating the property, equipment, and vehicle schedules with MMIA, the city will receive a refund of \$10,224.00. Kelly stated that these schedules have not been updated for many years. The remodel project for the finance office is complete. Kelly invited everyone to go take a look following the meeting.

Announcements –

4. The next Budget and Finance Committee meeting will be held on April 25, 2023, at 5:30 pm.
5. Emelie Eaton is scheduled to review claims for the next meeting.

Meeting 5:57 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

8. Public Works Committee Minutes of March 20, 2023.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, MARCH 20, 2023**

The Public Works Committee meeting was called to order at 6:00pm on Monday, March 20, 2023, by Committee Chair, Heidi Sparks.

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay,

Others Present: Matt Wheeler, Public Works Director

Public Input: None

General Items

1. Approval of Minutes from January 30, 2023. No quorum, minutes will carry over to April meeting

New Business

2. Emergency Call Out Report- Report attached
3. KLJ Report- Report attached
 - Items to note:
 - PERS Water System- This came back with an estimate of \$17 million. Because of this, the project has been delayed for an additional year. Originally anticipated having this completed by 2025, this delay will push to 2026.
 - S 4th St Reconstruction- Staging equipment this week (week of March 20th). Project will begin week of March 27th.
 - Splash Park- quote has been received, and will be presented to council at workshop tomorrow evening. \$258,000 for phase 1, \$30,000 for phase 2 which is additional equipment. City is ready for the company to come in, company is waiting for the council approval of the quote to begin installation.
 - Legion baseball is in negotiations with city and park board to take over the building by the splash park, city will maintain the power and controls within the building. Bathrooms will not be available in building but will be in Thomson Park. City will be refurbishing the bathrooms in Thomson Park this summer.
 - W Railroad- State asked this week for the underground plans this week

Old Business:

Other Items

4. Thompson Park parking lot- Is this on the city's agenda to finish? Matt stated the city has already spent a bunch of money on this and at this time does not have plans to spend any additional money for this

Announcements

Next Meeting will be Monday, April 17, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 6:40pm

Emergency Call Out for March 20 2023, Public Works Committee Meeting

12-20-2022 Water turn off 610 Washington

12-22-2022 Water turn off 215 Forrest

12-24-2022 Water turn off Roundhouse

1-27-2022 Jet rod sewer lines West 1st Street

2-23-23 1248 beartooth h20 shutoff

2-23-23 501 birch h20 shutoff

2-25-23 h20 shutoff 501 birch

2-26-23 west Maryland booster

2-27-23 alder plugged meter

File Attachments for Item:

9. Emergency Services Committee Minutes of February 27, 2023.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, FEBRUARY 27, 2023**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, February 28, 2023, by Chair Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice Chair (tardy), Richard Klose, Jodi Mackay, Jamie Swecker, Jim Irwin (tardy)

Others Present: Police Chief Stan Langve, Fire Chief Brent Peters, Ambulance Director Lyndy Gurchiek, Troy Charbonneau- Ambulance Dept

Public Input:

Jayson Nicholson- - Jayson stated that he would like to have a working relationship between the city and the fire department. They would like to have a seat at the table to have a voice in the conversations.

Johnathan Gotchall- Jon stated that he spoke at the council workshop last week and did not mean to come across in a negative way if that's how it came across.

General Items

1. Approval of Emergency Services Committee minutes of January 23, 2023. Richard Klose moved to approve the minutes; Jodi Mackay seconded- Motion carried 4-0

New Business

2. Update from Emergency Departments
 - a. Police Department Chief Langve – Report attached
 - i. Items to note:
 1. Decrease in overall calls. One officer at the academy, but should return to duty in March
 2. Article will be coming out in The Outlook, there has been an increase in mental health related calls
 3. Montana Attorney General Austin Knudson stated there has been a 11,100% increase in Fentanyl seizures since 2019
 - a. Jodi asked why Fentanyl has become so prevalent. Chief Langve stated it increased the addiction of the drug. Approximately 1/3 of population gets highly addicted to opioids.
 4. Roughly 70 Fentanyl overdoses for the state since January 1st.
 5. Jodi gave feedback on CIT training- she has attended this is previous occupation and thought it was beneficial. Happy to hear the ER Services taking this training
 - b. Fire Chief Brent Peters – Reports will be provided for next month
 - i. Items to note:
 1. Brent provided information on the training that the Fire Department goes through in the 1st year they are in the department. There are 2 manuals that they are provided and they go through both manuals in the 1st year

2. There is also a pager that is provided to each of the firefighters. Brent has provided a pager to the Emergency Services committee members to rotate around the member, starting with Chair Heidi Sparks
 3. Brent stated as of midnight tomorrow, March 1, 2023, he will no longer be the Fire Chief, as he has resigned from the position. He stated that he has concerns about the administration of the city and stated that he is sad the fire department is the area that is bringing this to a head. Brent also stated that he cannot perform as a department head when his boss is not present, he has asked for meetings with the mayor but has not been able to get a meeting outside of his performance review, which was interrupted and never completed
 4. Brent stated he was asked to pull his letter of resignation, but the mayor would not allow that
 5. Jodi stated she is extremely thankful for the services and work that the department provides to the city and the citizens
 6. Richard stated that American Legion has a Fire Fighter and Police Officer of the Year award, which he was very disappointed with the turnout for that recognition. He stated he wants to thank all 3 of the departments for the work that they do
 7. Irv stated that when he moved to the city in 1991, the negative perception of the Fire Department was what he saw from the department. He has seen a change in the department over the years
 8. Brent invited the committee to attend training, which takes place on Wednesday evenings at 7:00pm-10:00pm. Rookie training takes place on Thursday evenings
 9. Brent introduced JW is a deputy chief for the Fire Department and Brent stated JW will be attending the Emergency Service committee meetings going forward
- c. Ambulance Director Lyndy Gurchiek – Reports will be provided at next meeting
- i. Items to note:
 1. Lyndy has been involved in calls and did not have a chance to prepare formal reports, will provide these at March meeting
 2. Completed Legal Blood Draw policy and procedure for her team to be able to complete these for the Police Department. Currently with City Attorney for prior approval to be able to start training.
 3. Working on recertification and continued education for department
 4. Local Emergency Planning Committee has asked Laurel Ambulance to start being involved in this group. Lyndy and Troy will be attending on behalf of Laurel
 5. Community Outreach has begun. Two staff members have been at the walk-in clinic working with them on options for potential home visits
 - a. Car seat clinics have been taking place. Mandy has attended or provided two car seat clinics

Old Business:

Other Items:

Announcements

3. Next Meeting will be Monday, March 27, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 6:52pm



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Chief of Police Stanley J Langve

February 27, 2023

Emergency Services Report February 2023

For the reporting period of January 30th to February 27th 2023 the FAP saw a decrease in the average number of calls for service with 581. We are at 1, 266 calls for service this year. Part of the impact of this on the Police side is that Officer Seibert is at the academy and we are still working to fill the remaining vacant Patrol Officer position. Those two positions represent nearly 30 % of our Patrol Division and unfortunately we have had to run some single Officer shifts. The very cold weather also seems to impact call volume for a short period of time so that might be a bit fortuitous.

Kylee Nelson graduated the Montana Law Enforcement Academy's Dispatcher Basic Academy on the 17th of this month. We were also able to send dispatchers to Crisis Intervention training in Billings this last month. Known by its initials C. I. T. it is interactive and in depth two day training to help recognize those in mental health crisis and provided tools to deal with those in need. There was a lot of positive feedback from those who attended.

The Police Department has seen an increase in mental health related calls, thefts, vehicle break ins, and burglaries. One burglary was while the resident was at home. I believe that there is a correlation with the prevalence of Fentanyl in Montana. Montana Attorney General Austin Knudson was on national television this past weekend speaking to the subject. He reported that there was a 11,100% increase in Fentanyl seizures since 2019. I have attached the OD Map report for 2022. It shows 1,103 suspected Overdoses of Fentanyl with 160 fatalities and 408 administrations of Naloxone. The Police Department has carried Naloxone for at least five years now and was able to replenish their stock through a state program recently.

March will inevitably see a large increase in calls, not only with the warmer weather and more activity, but with the large Cenex Refinery turnaround ramping up. Cenex has taken measures to mitigate the impact of the turn around and has readily offered to compensate the city for incurred overtime associated with increased traffic control presences and supplement overtime shifts to cover when we only have single Officer shifts.

Respectfully,

Chief Langve



Laurel Police Department

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

Total Calls

Printed on April 10, 2023

[CFS Date/Time] is between '2023-01-30 00:00' and '2023-02-27 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	18	18
: Agency Assist	50	50
: Alarm - Burglary	9	9
: Alarm - Fire	6	6
AMB : Ambulance	96	96
: Animal Complaint	7	7
: Area Check	8	8
: Assault	2	2
: Bad Checks	0	0
: Barking Dog	3	3
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	2	2
: Civil Complaint	3	3
: Code Enforcment Violation	1	1
: Counterfeiting	0	0

Code : Description	Totals	
: Criminal Mischief	2	2
: Criminal Trespass	1	1
: Cruelty to Animals	3	3
: Curfew Violation	1	1
: Discharge Firearm	0	0
: Disorderly Conduct	9	9
: Dog at Large	12	12
: Dog Bite	0	0
DUI : DUI Driver	6	6
: Duplicate Call	3	3
: Escape	0	0
: Family Disturbance	11	11
: Fight	0	0
FIRE : Fire or Smoke	11	11
: Fireworks	0	0
: Forgery	0	0
: Found Property	3	3
: Fraud	5	5
: Harassment	6	6
: Hit & Run	5	5
: Identity Theft	0	0

Code : Description	Totals	
: Indecent Exposure	0	0
: Insecure Premises	5	5
: Intoxicated Pedestrian	4	4
: Kidnapping	0	0
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	8	8
: Lost Property	3	3
: Mental Health	0	0
: Missing Person	3	3
: Noise Complaint	4	4
: Open Container	0	0
: Order of Protection Violation	0	0
: Parking Complaint	17	17
: Possession of Alcohol	0	0
: Possession of Drugs	1	1
: Possession of Tobacco	0	0
: Privacy in Communications	0	0
: Prowler	0	0
: Public Assist	44	44
: Public Safety Complaint	2	2

Code : Description	Totals	
: Public Works Call	9	9
: Report Not Needed	8	8
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	1	1
: Suspicious Activity	84	84
: Suspicious Person	8	8
: Theft	17	17
: Threats	1	1
: Tow Call	0	0
: Traffic Accident	17	17
: Traffic Hazard	2	2
: Traffic Incident	12	12
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	42	42
: Unattended Death	3	3
: Unknown - Converted	0	0

Code : Description	Totals	
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	1	1
: Vicious Dog	0	0
: Warrant	11	11
: Welfare Check	14	14
Totals	610	610

File Attachments for Item:

10. Park Board Minutes of April 6, 2023.



**CITY OF LAUREL
PARK BOARD
THURSDAY, April 6, 2023
5:30 PM
COUNCIL CHAMBERS
MINUTES**

Meeting called to order at 5:31 by Irv Wilke with Richard Herr, Richard Klose, Evan Bruce, Paul Kober, Phyllis Bromgard and Jon Rutt in attendance. Matt Wheeler was the city representative in attendance.

No Visitors

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

No Comments

General Items

1. Approval of Park Board Minutes of March 2, 2023
Phyllis B moved and Richard K 2nd and the motion was approved.

New Business

2. Dog Park in Laurel: Discussion about location and possibility of working with the County Commissioners and using Yellowstone County property. Possible partnership to accomplish this.

Old Business

3. Playground Equipment at Lions Park - Ordered parts to repair the broken pieces have been delayed. Rubberized Curbing for the parking lot has been delivered and is waiting for a volunteer day. Weeds have been burned and the concrete pads for the benches should be poured soon.
4. Walking and Bike Path in the Laurel Area – The report from the Billings Area Bicycle Pedestrian Advisory Council was available for review and discussion occurred about working with Rotary, the City and County on moving forward.
5. Splash Park at Thompson Park – Yellowstone bank has pledged to pay for Phase Two of the project and funding is \$100,000 short for Phase One, but the project is proceeding anyway and funding is still being raised to close that gap.
6. American Legion Building – The estimate from Schessler was \$17,700 for a new septic system and the Mayor decided to get another quote.
7. Riverside Park Updates – Walking Trail is completed, and more mulch is being added from the south side project. An Employee has been hired to take care of Riverside Park, Campground, and the related buildings. He will work full time this summer maintaining the park. Some discussion on working with the Lion’s Club on the old Jaycee Hall to keep clean and available for rent. Possible Insulation for Jaycee Hall was discussed.
8. Russell Park Project – Is well under way and the dirt is being hauled to Fir Field for the Bike Park

Other Items

New trees are being planted at Thompson Park, need approximately 20 and the Laurel Tree Fund has added \$1400 to the available funds.

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

9. Next meeting May 4, 2023

Meeting was adjourned at 6:21

Jon Rutt

File Attachments for Item:

11. Tree Board Minutes of March 20, 2023.

Minutes
City of Laurel
Tree Board
3/20/23

Council Conference Room

Attending: Michelle Mize, Walt Widdis, Aaron Christensen, Paul Kober, Phyllis Bromgard
Phone: LuAnne Engh

1. Public Input
 - a.
2. General Items
 - a. February minutes approved –
 - b. Matt presented forms from Brittney that everyone filled out.
 - c. City balance \$1792 for Arbor Day. School Balance \$65.
It appears the DNRC grant for \$750 wasn't applied for this year as the city has committed to the splash pad and didn't feel they could mark \$12,000 for trees which is required for the grant.
 - d. Arbor Day – May 2nd - **Heroes for Life** by Finley Watts. Thomson Park
 - e. Shirts through Dynamic were quoted at \$10.90 each with \$3 extra for XXI. Stacy Laver helped redraw the design on software Dynamic can read. We'll get the number of shirts and donors in to Don by April 10. We order at least 25 shirts.
 - f. Laurel Community Foundation – We are all set up and LuAnne applied for the Walmart grant through them. Lions and Rotary have donated through LCF.
 - g. Aaron will meet with Matt on 4/20 to mark out the tree locations and finalize the trees – we expect to plant 5 @ \$550. With the chance that the tennis courts are going to be removed and the legion is putting in a new batting cage, we may need to work on a more clear master plan for future trees.
 - h. We have the tree list from Good Earth Works to consider as well as Rivers Edge, however with delivery and planting, the prices are the same.
 - i. Honor Guard and the Laurel Fireman are committed.
 - j. Lunch – SOW – sloppy joes – PTA is donating \$100 for the hamburger
 - k. Speaker – Lynn can't this year. LuAnne has contacted both the mayor & superintendent. No answer yet.
 - l. Presenters – So far we have 7 committed. Trying to connect with the city of Billings Solid Waste Division and Yellowstone River since Audubon isn't coming.
3. Old Business

- a. The LURA committee has started meeting again. There is also the downtown committee that wants to improve the downtown storefronts. We should look at the larger DNRC Urban Forestry grant to help improve trees.
 - b. The city is committed to the Splash Pad. \$150K is raised, ground is ready.
4. Other Items
- a. Volunteer hours – Keep your hours for all meetings, time spent on Arbor Day or any other project.

Next meeting Thursday, April 20th - 9:30 Council Conference room

File Attachments for Item:

12. City/County Planning Board Minutes of March 15, 2023.



MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MARCH 15, 2023
5:30 PM
CITY COUNCIL CHAMBERS

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

1. Roll Call

The Chair called the meeting to order at 5:35PM

Jon Klasna
Roger Giese
Judy Goldsby
Richard Herr
Richard Klose

Absent; Ron Benner, Gavin Williams

Staff, Kurt Markegard
Forrest Sanderson with KLJ Engineering

General Items

2. Approve Meeting Minutes February 15, 2023

The chair gave the board a few minutes to read over the minutes.
Richard moved to approve the minutes and Jon seconded the motion. Motion passed.

New Business

3. Zoning regulations

Judy introduced Forrest Sanderson with KLJ Engineering. Forrest went over the zoning regulations that he is proposing. Forrest handed Richard Klose the zoning regulations for Sidney Montana and asked Richard to find some answers for questions that Forrest asked. Richard was able to look up the answers that Forrest was asking without ever seeing the document before. Forrest explained that a zoning document should be able to be used by everyone. Roger asked how long did it take to pass the zoning regulations in Sidney and Forrest said it took about a year.

Kurt informed the commission about current legislation being discussed at the state legislature and the attempt to make affordable housing. Richard Klose stated that the bills are going to make lots smaller. Richard Herr asked Forrest could people just go build in the county and Forrest replied that as long as they could get DEQ approval they could. Jon asked Forrest if the state could force the city to increase

its capacity of its water and sewer facilities and Forrest said the state could not do that. Forrest went on to explain some of the changes for zoning and asked the commission to review the information and give feedback at the next meeting.

Old Business

4. Growth Policy for the City and County Planning area

Kurt gave the planning board an update on how things are progressing and the need to have the City Council also accept changes to the growth management plan. Kurt explained that only the County Commissioners asked the Planning Board for an updated plan and not the City Council. Kurt stated that we should get the City Council to pass a resolution asking that the 2020 plan be updated as well. Roger stated that we should have that done prior to finalizing the plan. Kurt explained that if they wanted to inform the City Council to pass a resolution to have the plan modified then we would need a motion to do so. Richard Herr made a motion and Roger seconded the motion to ask the City Council to request modification to the Growth Management Plan. All were in favor.

Other Items

5. Judy brought up the idea of meeting during the day instead of meeting during the evenings. Richard Klose made a motion to meet at 11am for the next meeting and Roger seconded the motion. All were in favor.

6. Adjourn

Judy asked if there was a motion to adjourn the meeting. Richard Herr moved to adjourn the meeting and Jon seconded the motion. Motion Passed.

Meeting Adjourned at 6:30 pm.

Announcements

7. Next Meeting: April 19th at 11am.

The City makes reasonable accommodation 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.

File Attachments for Item:

13. Laurel Urban Renewal Agency Minutes of March 6, 2023.

LURA Board Meeting Minutes

Meeting Details

Chairperson: Judy Goldsby

Secretary: Cheryl Hill

Date: March 06 2023

Time: 11:00am

Location: City Hall

City/State: Laurel, Mt

Call to order

Judy Called to order the meeting March 06, 2023 11:00am

Roll Call Those who attended

Judy Goldsby - msinmontana@yahoo.com

Cheryl Hill - thefrontporchmt@gmail.com

Daniel - dan@danieljklein.com

Dianne Lehm - dianne@bigskyeda.org

Cami Nelson - smithcamilla05@hotmail.com

Don Smarsh - don@dynamicpromoproducts.com

Shawn Mullaney - 1smullaney@gmail.com

"Linda Frickel - lfrickel50@gmail.com

General Items

Election of President: Judy Goldsby Don 1st Cheryl 2nd Board approved

Election of VP: Cami Nelson Don 1st Shawn 2nd Board approved

Election of Secretary: Cheryl Hill Cami 1st Don 2nd Board approved

New Business

- We tabled new business: Resolution R21-123, review bylaws of Lura
- Meeting date was voted to change to the 1st Monday of each Month at 11am location City Hall
- We discussed hiring a gentleman from EBURD to help us – he will be present at next meeting and the board will vote
- Next line of business: Hire EBURD, go to city council and rescind all inaccurate resolutions and reviewing bylaws.

Old Business

- We tabled grants at this point

Adjournment – Meeting was adjourned by Judy

Minutes submitted by: Cheryl Hill

Approved by: Judy Goldsby

File Attachments for Item:

14. Laurel Urban Renewal Agency Minutes of April 17, 2023.

Laurel Urban Renewal Agency

Minutes of meeting of April 17, 2023

Roll Call:

Meeting was called to order by the chair. Those in attendance from the board were: Don Smarsh, Daniel Klein (by phone) Janice Lehman, Planning Director, Kurt Markegard, and Judy Goldsby. Also attendance were Mardie Spalinger, Dean Rankin and Steve Solberg. The last three are local business people, and previous board members, who are willing to work with LURA for the betterment of the community.

Minutes: Minutes were revised to show the attendance at the previous meeting as Janice Lehman and not Linda Frickel.

Minutes were then approved.

New Business: It was discussed and agreed upon that Resolution 21-123 deals only with grants, and it is no longer our intent to deal with grants. Our bylaws remain as originally stated.

There was no one there representing EBURD or Big Sky EDA. The Senate Bill which is currently being proposed was discussed and the impact it could have on LURA and the TIFD.

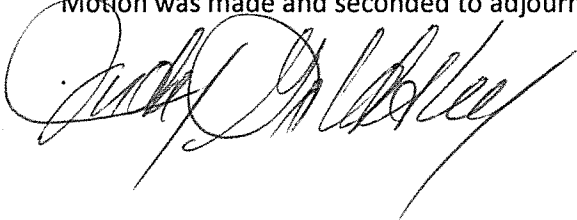
It was agreed upon that we should proceed as outlined by the State to operate on the Proposed Projects basis. Many projects were brought forth including one agreed upon by all as our first to be addressed, That being the area of East Railroad Street, Bernhart Road and S.E. 4th Street. There are open ditches, lack of sidewalks, curbs and gutters and no lighting. Dean Rankin and Steve Solberg will go to the Refinery, who are owners of the property having the open ditches. Once the property owners are contacted, we can then go to the Mayor who, if he finds it worthy, will take it to the City Council. With their approval it can then be sent out for studies and engineering. Don Smarsh presented the motion, Daniel Klein seconded, motion carried.

The board will meet with the Mayor and City Attorney to address the resolutions that are no longer necessary, and they can proceed with those as they see fit.

Old Business: Grants will no longer be a function of LURA as they have in the past.

Next meeting: May 1, 2023

Motion was made and seconded to adjourn.



File Attachments for Item:

15. Emergency Services Committee Minutes of January 23, 2023.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JANUARY 23, 2023**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, January 23, 2023, by Chair Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Klose, Jodi Mackay, Jamie Swecker, Jim Irwin, Bruce McGee

Others Present: Police Chief Stan Langve, Fire Chief Brent Peters, Ambulance Director Lyndy Gurchiek, Troy Charbonneau- Ambulance Dept

Public Input: None

General Items

1. Approval of Emergency Services Committee minutes of November 28, 2022. Irv Wilke moved to approve the minutes; Richard Klose seconded- Motion carried 7-0

New Business

2. Update from Emergency Departments
 - a. Police Department Chief Langve – Report attached
 - i. Items to note:
 1. Chief Langve provided reports for end of November 2022 through January 23, 2023. Also included is a summary of 2022
 2. Police has been down 2 patrol officer positions out of 8 since October
 - a. Irv asked is this was a permanent situation
 - b. One individual has been hired and is currently at the academy. Has a current applicant pool and looking to potentially hire 1. Best case will be hiring for FTO by end of February
 3. Currently at 9 reserves, with 8 active reserves. The peak was 14 reserves
 - a. Having a difficult time covering community and school events with reserves and having to use full time officers to cover events. This is increasing overtime as well
 4. Senior Officer Baumgartner has been a part of Yellowstone County Tactical Response Team (TRT). This team has had an increase in activity and is asking for a second member of Laurel Police Department to be added to the TRT.
 5. Senior Patrol Officer Booth and Narcotics K9 Colt had an increase in callouts this year, over 2021
 - b. Fire Chief Brent Peters – Reports attached
 - i. Items to note:
 1. Laurel Fire Department covers approximately 125 square miles, which includes City of Laurel and surrounding fire districts
 2. Fire prevention included school presentations during the holidays

3. Richard asked about the cause of the structure fires and if these were space heaters. Chief Peters stated no space heaters so far, but a grill and fireplace as cause of fires
4. 35 members of the department. Participate in Laurel Homecoming, 4th of July and Christmas to Remember with Fireworks display
- c. Ambulance Director Lyndy Gurchiek – Reports attached
 - i. Items to note:
 1. Fire drivers are Fire Department members that are trained to drive for Ambulance. City drivers are city staff that are trained to drive for Ambulance
 2. AMR in Billings has a mutual aid with Laurel and can respond but due to staffing issues in Billings, they are not always able to respond
 3. Full time staff is currently doing 2- 24 hour shifts, and filling space with volunteers
 4. County is talking about having a city-county ambulance, however, Laurel City Attorney and Director Gurchiek are still looking at options for an Ambulance district
 5. The switch from the paid version of Image Trend to the states free version was not as simple as expected and took a lot of focus during December to get up and running

Old Business:

Other Items:

3. Irv asked about the status of the traffic study requested through the state for Main Street. Chief Langve said last he heard this was at the committee with the state for review of timing. Chief Langve will follow up with the state
4. Jamie asked about the city’s status as a Class 2 city- What is the impact of the Class 2 city status on the Emergency Services? Specifically impact on Fire Department.
 - a. Chief Peters stated that a Class 2 city is required to have a full time Fire Department, which could be just a full time chief. Volunteer Fire Department can supplement the full time fire department
 - b. Chief Peters also stated the Chief and Deputy Chief are stasured as part-time city employees
5. Jamie stated that since Karen left the city does not have a fire inspector, which is becoming a problem. Mike Spini, state fire marshal, has had some conversations with Jamie as city’s fire marshal and is willing to talk with the city about concerns
6. Jamie would also like to have the city explore the option for emergency services staff to carry firearms for when they are on calls, both fire department and ambulance staff
 - a. Chief Peters stated this has been a conversation that has come up because of calls outside of the city where department is depending on county sheriff or highway patrol for assistance, and they may not be available for a period of time
 - b. Jodi asked if there are other fire departments within the state that are carrying firearms. Chief Peters stated that there are a few departments that have started carrying, some stated have legalized first responders carrying. Often concealed carry is required as part of this
 - c. Jamie stated the concealed carry permit should be part of the requirement, along with training. This would also be at the discretion of the department heads as well

Announcements

7. Next Meeting will be Monday, February 27, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 7:16pm



Laurel Police Department

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

Chief of Police Stanley J Langve

Emergency Services Report January 23, 2023
Year end 2022

For the reporting period November 21st 2022 through January 23rd, 2023, the FAP reported 1,440 calls for service. November 21st – December 19th had 613. This is down from the three-year average 2019-2021, keeping in mind that 2021 was a record year. For the reporting period 12-19-22 through January 23rd, 2023, there were 827 calls for service. This is a decrease of 2.5%. Crimes reported for the PD for November through January were 95.

Yearend totals for 2022 total calls for service for the FAP were 9,346. Total crimes reported were 1,221. While 2022 had 1,039 fewer calls for service than 2021, it only had 42 fewer crimes reported. The three-year average for crimes reported prior to 2022 was 1,176. So, 2022's crimes reported were a 3.8% increase over the three-year average. These numbers also reflect the department being short staffed with vacancies in two patrol positions since October, which is a significant percentage of our patrol division. This impacts the number of proactive law enforcement encounters decreasing the overall numbers.

Overall, 2022 was another busy year. Thefts, particularly vehicle thefts, and calls involving firearms continue to increase. I have attached reports for our Tactical Response member, and our K-9 unit. The PD held a tactical response training over Christmas break at the Laurel High School and Middle School. We will continue these trainings and expand their scope and include other departments. Volunteerism continues to decline. No one who applied, qualified for our Reserve Officer Program this year. It will be the second year in a row we are unable to add to replenish our ranks.

Looking forward to 2023 it has the potential to surpass 2021's numbers. There is a large turnaround at the refinery. As the valley's population increases and more business and residences are coming into the city, calls for service will also increase.

Respectfully,

Chief Langve



Laurel Police Department

215 W. 1st Street Laurel, MT 59044 • Phone 406-628-8737 • Fax 406-628-4641

Chief of Police Stan Langve

To whom it may concern,

Senior Patrol Officer Jackson Booth and Narcotics K9 Colt have been working as a team since April of 2021. Officer Booth and K9 Colt have been a huge asset to the Laurel Police Department, the city of Billings, Yellowstone County, Stillwater County, Sweet Grass County, Carbon County, Montana Highway Patrol, Drug Enforcement Administration (DEA), Division of Criminal Investigations (DCI), and most importantly the community of Laurel.

This is the team's first full year together, from January 1st, 2022, until December 31st, 2022, Officer Booth and K9 Colt have been dispatched to 40 K9 related calls, an increase from last year.

The team had 30 narcotic deployments, one tracking deployment and nine other calls involving K9 Colt and Officer Booth, including school sniffs, civil demonstrations, or deployments K9 Colt did not alert to.

Out of the 30 narcotic deployments, K9 Colt was used 23 times. K9 Colt had no false alerts on any of the 23 deployments. The other seven calls Officer Booth was able to use his investigation and communications skills to search the vehicles without the help of his partner.

Out of those 30 narcotic deployments Officer Booth and K9 Colt have removed the following:

1,255 grams of methamphetamine, just under 3 pounds. With a street value of, \$120,860.

3,300 fentanyl pills. Street value \$363,000

276 pounds of illegal marijuana. It should be noted, K9 Colt was deployed to sniff the car full of the marijuana but did not show any alert or indication behavior. Officer Booth and Troopers used their investigation skills to apply for a search warrant. Once the warrant was granted and the vehicle was searching the illegal marijuana was located. This is proof that K9 Colts and Officer Booth training is paying off due to K9 Colt being a non-marijuana drug dog.

20 grams of shrooms. Street value \$700

3 grams of heroin. Street value \$250

Thousands of dollars in drug paraphernalia.

5 guns.

Stolen property.

\$80,995 in illegal money

With this high volume of activity out of Officer Booth and K9 Colt, agencies have been able to make 24 felony arrests. Some of these cases are still pending but some have already led to convictions.

Officer Booth and K9 Colt are also certified in tracking for lost or missing people. Officer Booth takes great pride in this aspect of the job as the K9 handler. Officer Booth and K9 Colt spend hours each month working on their tracking skills to help bring peoples loved ones home.

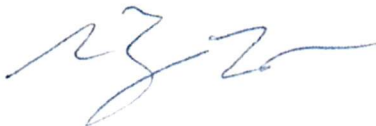
In 2022 Officer Booth and K9 Colt were dispatched to one lost suicidal female, south of town near the river. K9 Colt tracked the female for over a mile and a half and lead officers to her exact location. K9 Colts actions saved the woman's life.

Officer Booth and K9 Colt have also helped conduct school sniffs at the request of school officials and the Billings Police Department K9 Unit. K9 Colt helped sniff lockers and cars at the Laurel High School and Middle School. Billings Senior High School, Ben Steele Middle School, and Skyview High School.

Officer Booth takes great pride in helping his community at all levels. He has taken K9 Colt to do demonstrations at schools to provide awareness to kids and young adults about drug use. They have done presentations at West Elementary, Columbus Middle School, and Broadwater High School. The team has also done demonstrations at the Yellowstone Valley Animal Shelter, Laurel Public Library, and the Sunshine Academy.

The Laurel Police Department takes great pride in its organization. With Officer Booth and K9 Colt's great success they have been noticed for their hard work by departments and agencies around the country. This year Officer Booth was elected as the President of the Montana Law Enforcement K9 Association by his K9 peers across the state. With this roll Officer Booth oversees setting up the state certification along with other group training exercises for K9 handlers.

Sincerely,

A handwritten signature in blue ink, appearing to be 'R. Booth', written in a cursive style.



Laurel Police Department

215 W. 1st Street Laurel, MT 59044

Phone 406-628-8737 • Fax 406-628-4641

To Whom It May Concern,

Senior Officer Steve Baumgartner has been part of the Yellowstone County Tactical Response Team (TRT) for a year now. This team is made up of assorted members from Yellowstone County Sheriffs Office ranging from patrol deputies, detectives to special assignment drug unit members.

As part of his position with the team, Senior Officer Baumgartner responds to calls with high levels of dangers. These calls range from High-Risk Warrant Service to Active Shooter situations.

Senior Officer Baumgartner has been involved with three armed barricaded subjects (ended in arrests). These take place in Billings. A shooting in Laurel on 3rd Ave had TRT activated and Senior Officer Baumgartner was on scene in patrol uniform until the suspect was arrested.

TRT works jointly with DEA and the United States Marshal service to serve high-risk warrant service on dangerous individuals. Senior Officer Baumgartner worked on two joint DEA/Marshal operations in the early hours of the morning to arrest dangerous and armed wanted persons. One operation was conducted on the outskirts of Billings with the seizure of drugs. Another operation was conducted in Laurel on E. Maryland Ln. in which dangerous individuals were arrested.

Yellowstone County TRT works with the Billings Police SWAT on dangerous calls and warrants within the city limits of Billings. Senior Officer Baumgartner was activated to assist and was on scene for the arrest of an armed individual related to the homicide at the Colonial in Billings (this ended with the arrest of suspect). Most recently Senior Officer Baumgartner was activated for the homicide/home invasion that occurred on January 8, 2023 (this ended with the suspects arrest).

Apart from working together with local agencies, TRT gets called to places across the state to help with dangerous situations. On September 12, 2022 Yellowstone TRT was activated and went to Bozeman to assist their team with an active shooter. Senior Officer Baumgartner was on scene until the situation in Bozeman was resolved (death of suspect).

Members of TRT are expected to help in situations such as manhunts. On September 12, 2022, two individuals escaped from YCDF (county jail). Senior Officer Baumgartner was leaving the

scene of a standoff in Bozeman and was reactivated to assist in the manhunt of these two individuals until 1-2am. These individuals were captured the following day within the area of YCDF.

Senior Officer Baumgartner trains one to two days every month for 12 hours. These trainings include everything from live fire shooting to dry runs of courses. This training is done in full gear and equipment (weight ranging from 50-75lbs). Senior Officer Baumgartner has worked with and been exposed on numerous occasions to CS Gas (2-chlorobenzylidene malonitrile) or more commonly know as tear gas. Training with gas involves being able to function and perform with gas masks on which is trained with.

TRT trains in house or have joint training with Billings SWAT and US Marshals. Joint training involves hours of continuous work on Hostage Rescue scenarios and barricaded subjects. With the US Marshals, training involved the use and work with ballistic shields. Senior Officer Baumgartner spent a full day carrying and live fire shooting behind the shields. Training with the US Marshals also included high risk traffic stops with armed and dangerous individuals.

Senior Officer Baumgartner trained with no light and low light live fire shooting/movement to locations. TRT trained in the movement and live fire action out in open countryside. This training is to simulate a manhunt of an armed suspect.

Senior Officer Baumgartner worked with command staff with Laurel Police Department on setting up an active shooter training at the schools. The training covered movement through hallways and room clearing. More in-depth training will be occurring later in the summer of 2023 to help hone the skills of officers within the department.

Senior Officer Baumgartner wants to thank everyone allowing him into this position to help serve and protect the community of Laurel along with individuals throughout the state who request the assistance of Yellowstone County TRT.

Sincerely,



File Attachments for Item:

16. Emergency Services Committee Minutes of March 27, 2023.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, MARCH 27, 2023**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, March 28, 2023, by Chair Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Klose, Jodi Mackay, Jamie Swecker, Bruce McGee (tardy)

Others Present: Police Chief Stan Langve, Interim Fire Chief JW Hopper, Ambulance Director Lyndy Gurchiek, Troy Charbonneau- Ambulance Dept

Public Input:

General Items

1. Approval of Emergency Services Committee minutes of February 27, 2023. Richard Klose moved to approve the minutes; Jodi Mackay seconded- Motion carried 5-0

New Business

2. Update from Emergency Departments
 - a. Police Department Chief Langve – Report attached
 - i. Items to note:
 1. Increase in calls over last month, and a 2.8% increase over the 3-year average
 2. Staffing struggles are not just here, Billings and others around the area are struggling with staffing as well
 - a. Reserves are also down
 3. Working on the statewide trunk system that is being implemented statewide
 - a. Jamie asked if this will be compatible with Billings PD. Chief Langve stated this will be similar systems, with ability to connect if needed. This will expand the range of our radios, and allow Fire, Ambulance and Police to all talk with each other
 - b. This is also being funded this legislative session, but the full project statewide will most likely take closer to a decade. There are also grants through Homeland Security that are available to help with funding
 4. Federal Equitable Sharing monies have been awarded. There was some delay with the turnover in the Clerk Treasurer position
 - b. Ambulance Director Lyndy Gurchiek– Reports attached, provided both January and February
 - i. Items to note:
 1. Numbers are mostly manually tracked, and putting together a second crew is difficult to track. There are several times that we have 2 calls at once and a second crew is put together

2. Care 2 is definitely on its last leg. Opportunity to purchase a used ambulance last week from a private ambulance company in Billings that was closing.
 3. Community Service providers are about half way through their clinical time, need to complete 48 hours
 4. Finishing training with current 2 new volunteers, then looking to interview for additional volunteers to help out during the summer
 5. Adding onto the radio upgrade, there are safety concerns as there are areas in our response area that the radios don't cover and cell serviced is not available
 6. Irv asked about potential EMS district. Lyndy stated that there was some talk at the county level on creating a countywide district but it appears to have stalled, sub-committee is no longer meeting. Having an EMS district would be helpful financially, 2 areas that have been successful with this are Red Lodge and Columbus
 7. Bruce asked about what will happen to Care 2. Lyndy stated this will be used as a back up to the back up
 8. America First Response is a new start up ambulance company, privately owned and are not affiliated with Laurel and will not be responding to Laurel's calls
- c. Interim Fire Chief JW Hopper – Report attached
- i. Items to note:
 1. Cotters was the biggest call in the month, no injuries
 2. This Wednesday at 7:00pm will be Help Flight training, if the weather permits
 3. New brush truck has been pushed out to June, due to parts being delayed
 4. Due to construction going on around town, will probably involve mutual aid for wildfires needing a water tender
 5. Submitted 4 bills to the Clerk Treasurer for billing, will be working with a billing company to try to recover funds for calls outside of area

Old Business:

Other Items:

3. Safety Mill Levy Discussion:
 - a. Lyndy stated this would be for bare-bone staffing
 - b. Stan stated this has been a topic of discussion for a while. Police department is running on 7 individuals for patrol, really needs to get department to 9. Police area is pulling back from the mill levy because the needs to Ambulance are the greatest issue at the moment. Police will look at grant options
 - c. Bruce stated that one of his regrets from being on council was going out for a mill levy to satisfy all needs of all the Emergency Services departments rather than just the bare minimum. His other feedback was that community education is extremely important in order to answer the questions of the voters and express the needs for the department

Announcements

4. Next Meeting will be Monday, April 24, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 7:08pm



2004 Ford F450
123,011 Miles
~~**\$55,000**~~ **\$52,000**

History/Maintenance

This 2004 Ford Ambulance was purchased new by a small service in Wyoming. Most recently a local inter-facility transport company used this truck for local and long-distance transports. All service/maintenance records from both owners have been provided.

Laurel Ford did some diagnostic testing on the truck last week and found the Engine, Transmission and Cooling system to be in *Great condition*.

We also had members of the Laurel Fire Department that maintain their trucks do a “head to toe” look at this truck.

They found between \$3,000 (low end) to \$5,000 (high end) worth of maintenance that would need to be done on the truck. Laurel Ford agreed with this estimate of costs.

- Ball Joints
- Shocks
- Tire Rotation/Alignment
- Serpentine Belt

Equipment

This truck is being sold with all the equipment currently in it.

- Power Lift Cot and Power Load (Valued at approximately \$40,000)
 - This is the same system we have in Care 3 and Care 2
 - Full-time and volunteer staff are familiar with this system and will not have to learn new gurney equipment.
- Radios
- Backboards
- Misc. Equipment

Purchasing a New or Used Truck

EMS Director Gurchiek spoke with a local ambulance dealer last week.

- New Ambulance wait time is 2.5 years from order date.
- Used 4x4 ambulances are selling for \$100,000 sight unseen.
- Used 4x2 ambulances are selling for \$60,000 sight unseen.

Getting this truck into service

EMS Director Gurchiek spoke with the State of MT and they would offer a provisional license immediately with a follow up inspection in the next few months.

Will also need:

- Maintenance repairs completed
- Radios programs to LEMS frequencies
- Brief Training on the truck
- Striping to mimic Care 3

What happens to Care 2

- Will be parked behind the ambulance office/quarters
- Backup truck when a truck needs to go in for maintenance or service
- Extra truck for events or ARMAGEDDON

Emergency Services Meeting 3/27/2023

Calls and Training

- *Responded to 28 Calls for Month of March.*
 - *Cotters Fire*
- *Training*
 - *Extrication*
 - *Help Flight*
- *Department News*
 - *New lights in the truck bays.*
 - *Engine #2 Repairs*
 - *Wildland Season is getting close*
 - *Burn Permits*
 - *Hired 2 new Fire Fighters*
 - *New Brush Truck*
 - *Road Work on South Side*
 - *Responding a Tenders*
 - *Interstate Work*
- *Questions??*

Thanks to all for the Support from all departments.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Chief of Police Stanley J Langve

March 27th, 2023

Emergency Services Report March 2023

For the reporting period of February 27th to March 27th, 2023, FAP had 707 calls for service. Which is an increase over the last month's reporting period and is an .7% decrease in overall calls for the same reporting period last year. It shows a 2.8 % increase over the three-year average for the reporting period. Thefts, family disturbances, and suspicious activities are prominent calls that have increased.

Officer Seibert is graduating from the Academy on April 4th. Thomas Scott was selected and appointed to the Police Department and is attending LEOB #181 starting April 9th. He is not scheduled to graduate until July 6th so will not have him for the 4th of July festivities. The Police Department will begin another hiring cycle in the next couple of months to establish an eligible hiring pool. We are anticipating the retirement of Captain Pitts later this year and hope to have a valid candidate ready to fill that vacancy. Sergeant Anglin is attending the MLEA Executive Leadership Training one week a month for the next 3 months.

Staffing is a struggle. Captain Pitts has voluntarily moved his schedule to Friday – Sundays to provide some coverage for patrol officers on those days. I am continuing to explore funding options to provide two officers per shift minimum staffing.

We are down to 9 Reserve Officers and will be campaigning hard for eligible individuals to fill those ranks. This is the second straight year we will not be able to add anyone to the reserve ranks and puts us 3 years behind on bring in replacements for those who have left the program.

There are two major F.A.P. projects going on. HVAC repair of the actuators, and the Server replacement for the FAP.

I have been in communications with the County regarding the statewide trunk system that is being put into service in the county. I will be working with Fire and Ambulance as to how this may help our individual departments and open up some Homeland Security grant funding to purchase communication equipment. The most pressing PD issues are upgraded radios for all, to include the reserve department, to be microwave compatible, encryption is something that must occur for Police and Ambulance sooner rather than later. Also, I have been in talks with County dispatch regarding more efficient communications with the comm center and emergency back up locations for our PSAPs.

working on the 2023/2024 budget items. we are implementing secure warrant which will be a major time saver for our department. As well as following Legislative activities.

Officer Booth and K-9 Colt are remaining very busy, and Laurel is hosting the States K-9 conference in Laurel in June.

The Tactical Response Team (and Billings SWAT) continue to see an increase in call outs and activations.

The Federal Equitable Sharing monies awarded through task Force Officer's Brew's hard work finally came through. This has allowed us to move forward with the updating of our patrol weapons and the purchase and outfitting of a quality used patrol vehicle along with other pressing equipment needs.

The turnaround has not had a major effect at this time, but April- May will be the peak period for workers.

The Police Department is busy with a lot going on, but we have an incredible and dedicated staff and group of volunteers that are all working to the same goal.

Respectfully,


Chief Langve



Laurel Police Department

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

Total Calls

Printed on March 27, 2023

[CFS Date/Time] is between '2023-02-27 00:00' and '2023-03-27 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	19	19
: Agency Assist	66	66
: Alarm - Burglary	10	10
: Alarm - Fire	10	10
AMB : Ambulance	79	79
: Animal Complaint	4	4
: Area Check	9	9
: Assault	4	4
: Bad Checks	0	0
: Barking Dog	4	4
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	1	1
: Civil Complaint	7	7
: Code Enforcment Violation	4	4
: Counterfeiting	0	0

Code : Description	Totals	
: Criminal Mischief	4	4
: Criminal Trespass	2	2
: Cruelty to Animals	0	0
: Curfew Violation	2	2
: Discharge Firearm	1	1
: Disorderly Conduct	7	7
: Dog at Large	21	21
: Dog Bite	2	2
DUI : DUI Driver	7	7
: Duplicate Call	6	6
: Escape	0	0
: Family Disturbance	19	19
: Fight	2	2
FIRE : Fire or Smoke	9	9
: Fireworks	0	0
: Forgery	1	1
: Found Property	4	4
: Fraud	4	4
: Harassment	1	1
: Hit & Run	3	3
: Identity Theft	0	0

Code : Description	Totals	
: Indecent Exposure	0	0
: Insecure Premises	2	2
: Intoxicated Pedestrian	1	1
: Kidnapping	0	0
: Littering	1	1
: Loitering	0	0
: Lost or Stray Animal	17	17
: Lost Property	5	5
: Mental Health	0	0
: Missing Person	1	1
: Noise Complaint	2	2
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	13	13
: Possession of Alcohol	0	0
: Possession of Drugs	0	0
: Possession of Tobacco	4	4
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	40	40
: Public Safety Complaint	1	1

Code : Description	Totals	
: Public Works Call	6	6
: Report Not Needed	6	6
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	3	3
: Suspicious Activity	76	76
: Suspicious Person	9	9
: Theft	25	25
: Threats	6	6
: Tow Call	0	0
: Traffic Accident	11	11
: Traffic Hazard	3	3
: Traffic Incident	14	14
: TRO Violation	0	0
: Truancy	1	1
T/S : Traffic Stop	116	116
: Unattended Death	1	1
: Unknown - Converted	0	0

Code : Description	Totals	
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	4	4
: Warrant	9	9
: Welfare Check	9	9
Totals	707	707

Laurel Emergency Services Report created 3/27/23:

2020

1090 requests for service
 159 times LEMS was unavailable
 72 times AMR was unavailable
 288 responses in Ward 5=27% of calls outside of the city of Laurel

2021

1228 requests for service
 135 times LEMS was unavailable
 34 times AMR was unavailable
 318 responses in Ward 5=26% of calls outside of the city of Laurel

2022

1238 requests for service
 177 times LEMS was unavailable
 48 times AMR was unavailable
 351 responses in Ward 5=29% of calls outside of the city of Laurel

Recent Month Summary:

January 2023:

Requests	107
Missed Calls	6 = 6%
Shortest Delay	25 minutes
Longest Delay	28 minutes
Average Delay	26 minutes
Fire Driver Available	22 times
City Driver Available	2 times
QRU Response With 1 Provider	0 times **
On A Previous Call	6 time
No Crew / Provider Available	0 times
AMR Transported or Responded	6 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	0 times
Joliet Transported	0 time
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	0 times
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 times
YCSO Transported	0 times
MHP Transported	0 times



**0 times the QRU responded and the patient refused / no transport to hospital or no patient found
 43 responses in Ward 5 = 41 % of calls outside of the city of Laurel

February 2023:

Requests	98
Missed Calls	10 = 11%
Shortest Delay	10 minutes
Longest Delay	42 minutes
Average Delay	30 minutes
Fire Driver Available	14 times
City Driver Available	3 times
QRU Response With 1 Provider	0 times **
On A Previous Call	6 time
No Crew / Provider Available	4 times
AMR Transported or Responded	7 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	1 time
Joliet Transported	1 time
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	1 time
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 times
YCSO Transported	0 times
MHP Transported	0 times

**0 times the QRU responded and the patient refused / no transport to hospital or no patient found

-The QRU did respond 1 time when Care 3 was on a previous call / Joliet provided mutual aid with a driver and the paramedic on the QRU transported with Joliet Ambulance
 26 responses in Ward 5 = 27 % of calls outside of the city of Laurel

2023 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2023
Requests	107	98											205
Missed Calls	6	10											16
Shortest Delay (minutes)	25	10											10
Longest Delay (minutes)	28	42											42
Average Delay (minutes)	26	30											28
Fire Driver Available	22	14											36
City Driver Available	2	3											5
QRU Response w 1 Provider	0	0											0
On A Previous Call	6	6											12
No Crew / Provider Available	0	4											4
AMR Transported or Responded	6	7											13
Columbus Transported	0	1											1
Joliet Transported	0	1											1
Park City Transported	0	0											0
Red Lodge Transported	0	0											0
Beartooth Transported	0	0											0
HELP Flight Transported	0	0											0
POV Transport	0	0											0
PD Assisted Pt or transported	0	1											1
FD Assisted Pt no transport	0	0											0
YCSO Transported	0	0											0
MHP Transported	0	0											0
QRU/AMR, Refusal or No Patient	0	0											0
Responses in Ward 5	43	26											69

*correction made after report given

Other Reporting Information

- purchase of a new “used” ambulance, this was an unexpected opportunity and very difficult to pass up. 2004 F450 ambulance from a local service that closed their doors. Working on getting the needed maintenance, licensure and striping completed to put into service
- 2 community medicine providers are working on completing their clinical time, working with the StVs walk in service for this
- legal blood draw policy has been approved by the Civil Attorney and we will be working on training and implementation
- recertification of licensure with NREMT / State for 10 of our staff
- 2 new volunteer EMTs started training. Possibly try to do interviews for a couple more in the next few weeks. Want to get the 2 new ones through the driving portion at least.
- 1 full time employee slipped and fell on the ice and is unfortunately not able to work until he is cleared
- working on updating policy and procedures
- working with the Mayor, City Clerk and Civil Attorney on the possibility of a mill for EMS staffing, working on numbers to present to the City Council

File Attachments for Item:

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

APRIL 13,2023

TO; CITY OF LAUREL MAYOR

RE: CEMETERY BOARD

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

RESPECTFULLY SUBMITTED,



STEVEN K. HURD

1704 DUVAL DRIVE

LAUREL, MT 59044

File Attachments for Item:

20. Resolution No. R23-23: Resolution Authorizing The Mayor To Execute Lease Agreements With Laurel Little League And American Legion Baseball Post #123 For Baseball Facilities And Pool Building As Described In The Lease Agreements.

RESOLUTION NO. R23-23

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

LEASE AGREEMENT

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

W I T N E S S E T H:

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

ARTICLE I

Purpose of Lease

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

ARTICLE II

Property Leased

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

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

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

ARTICLE III

Parties

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

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

ARTICLE IV

Term of lease

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

ARTICLE V

Lessees Obligations and Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

Rent

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

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

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

ARTICLE VII

Repairs and Maintenance

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

ARTICLE VIII

Condition

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

ARTICLE IX

Right to Inspect Premises

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

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

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

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

ARTICLE XI

Compliance With Ordinances and Regulations

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

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

ARTICLE XII

Liability Insurance

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

ARTICLE XIII

Indemnification

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

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

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

ARTICLE XV

Time of the Essence

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

ARTICLE XVI

Mortgages and Subleases

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

ARTICLE XVII

Surrender Upon Termination

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

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

ARTICLE XVIII

Entire Agreement

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

ARTICLE XIX

Partial Invalidity

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

ARTICLE XX

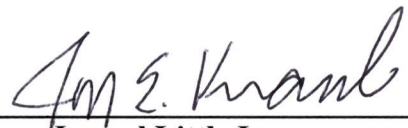
Notices/Demands

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

CITY OF LAUREL

LESSEE:

By: _____
Mayor

By  _____
Laurel Little League

LEASE AGREEMENT

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

W I T N E S S E T H:

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

ARTICLE I

Purpose of Lease

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

ARTICLE II

Property Leased

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

ARTICLE III

Parties

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

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

ARTICLE IV

Term of lease

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

ARTICLE V

Lessee Obligations and Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Treasurers Office at the beginning of each season;

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

ARTICLE VI

Rent

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

ARTICLE VII

Repairs and Maintenance

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

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

ARTICLE VIII

Condition

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

ARTICLE IX

Right to Inspect Premises

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

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

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

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

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

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

ARTICLE XI

Compliance With Ordinances and Regulations

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

ARTICLE XII

Liability Insurance

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

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

ARTICLE XIII

Indemnification

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

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

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

reasonable times for the purpose of inspection.

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

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

ARTICLE XV

Time of the Essence

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

ARTICLE XVI

Mortgages and Subleases

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

ARTICLE XVII

Surrender Upon Termination

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

ARTICLE XVIII

Entire Agreement

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

ARTICLE XIX

Partial Invalidity

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

ARTICLE XX

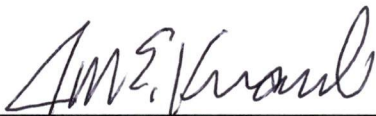
Notices/Demands

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

CITY OF LAUREL

LESSEE:

By: _____
Mayor

By  _____
American Legion Baseball Post #123
Laurel Dodgers

File Attachments for Item:

21. Resolution No. R23-24: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Play Space Designs For Phase Two Of The Laurel Splash Park.

RESOLUTION NO. R23-24

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

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

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

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

Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 25th day of April 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Play Space Designs, a contractor licensed to conduct business in the State of Montana, whose address is 5698 S. Shady Farm Lane, Murray, Utah 84107, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 15, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor thirty-two thousand ninety-four dollars and eighty-seven cents (\$32,094.87) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FIVE
INDEMNITY AND INSURANCE**

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

**SECTION SIX
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN
NONDISCRIMINATION**

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

**SECTION EIGHT
DEFAULT**

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

**SECTION NINE
TERMINATION**

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

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN
ATTORNEY FEES**

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

**SECTION TWELVE
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN
SEVERABILITY**

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

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 25th DAY OF APRIL 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

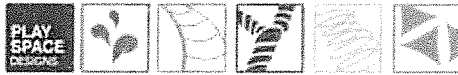
CONTRACTOR

Morgan Seph PRESIDENT
Play Space Designs

Employer Identification Number

87-0526071

QUOTE



Quote Number:
00002932

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

Created or Revised Date:
4/11/2023

Expiration Date:
2023-03-31

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

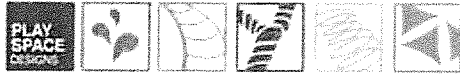
Project Name Laurel City Splash Pad Combined
Location Laurel, Montana
Payment Terms 50% Deposit - Net 30

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

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE



Quote Number:
00002932

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

Created or Revised Date:
4/11/2023

Expiration Date:
2023-03-31

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

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

NOTES

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QUOTE



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

Quote Number:
00002932

Created or Revised Date:
4/11/2023

Expiration Date:
2023-03-31

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

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

MEMO

Sourcewell Discount per Waterplay contract Number #010521-WTR

Accepted By: _____

Accepted Date: _____

Shipping Contact Name: _____

Ship Address: _____

Shipping Contact Cell No.: _____

City, State, Zip Code: _____

NOTES

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- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE



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

Quote Number:
00002932

Created or Revised Date:
4/11/2023

Expiration Date:
2023-03-31

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

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

MEMO

Sourcwell Discount per Waterplay contract Number #010521-WTR

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

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

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

RESOLUTION NO. R23-20

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

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

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

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

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

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

APPROVED by the Mayor the 28th day of March, 2023.

CITY OF LAUREL



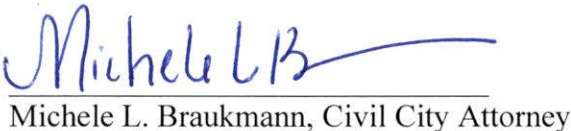
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 28th day of March 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Play Space Designs, a contractor licensed to conduct business in the State of Montana, whose address is 5698 S. Shady Farm Lane, Murray, Utah 84107, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 15, 2023, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor two hundred fifty-eight thousand nine hundred and seventy one dollars and sixty three cents (\$258,971.63) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FIVE
INDEMNITY AND INSURANCE**

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

**SECTION SIX
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN
NONDISCRIMINATION**

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

**SECTION EIGHT
DEFAULT**

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

**SECTION NINE
TERMINATION**

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

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN
ATTORNEY FEES**

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

**SECTION TWELVE
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN
SEVERABILITY**

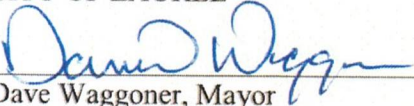
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this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

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

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

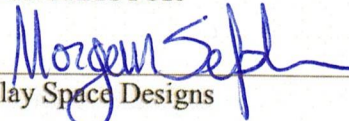
SIGNED AND AGREED BY BOTH PARTIES ON THE 28th DAY OF MARCH 2023.

CITY OF LAUREL



Dave Waggoner, Mayor

CONTRACTOR



Play Space Designs

ATTEST:



Kelly Strecker, Clerk/Treasurer

Employer Identification Number

87-0526071

QUOTE



Quote Number:
00002932

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

Created or Revised Date:
3/15/2023

Expiration Date:
2023-03-31

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

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

Qty	Manufacturer	Product Code	Product Description	Install Type	Unit Price	Discount	Extended Price
1	Waterplay	0011-2337	0011-2337 Geyser Plate High Flow PPXL SS		\$166.25	10.00%	\$149.63
1	Waterplay	0010-0369	0010-0369 - FS Water O		\$2,775.00	10.00%	\$2,497.50
1	Waterplay	0010-5834	0010-5834 - FS Water Weaver 1		\$3,040.00	10.00%	\$2,736.00
1	Waterplay	0010-5836	FS Water Weaver 3		\$5,560.00	10.00%	\$5,004.00
1	Waterplay	0010-2321	FS O-Riginal	Graphic Required	\$4,200.00	10.00%	\$3,780.00
1	Waterplay	0010-0485	0010-0485 - FS Fun-Brella		\$2,385.00	10.00%	\$2,146.50
1	Waterplay	0010-1494	0010-1494 - FS Sneaky Spin Soaker 2		\$9,060.00	10.00%	\$8,154.00
1	Waterplay	0010-5724	0010-5724 - FS Water Weaver 2		\$2,490.00	10.00%	\$2,241.00
1	Waterplay	0011-0839	FS Hopper 1		\$6,385.00	10.00%	\$5,746.50
2	Waterplay	0010-0403	0010-0403 - FS Splash Blaster		\$3,620.00	10.00%	\$6,516.00
1	Waterplay	0010-7475	GS Charlottes Web		\$785.00	10.00%	\$706.50
1	Waterplay	0010-9816	0010-9816 - GS Team Effect		\$4,745.00	10.00%	\$4,270.50
14	Waterplay	0010-0507	playPHASE Base		\$615.00	10.00%	\$7,749.00
2	Waterplay	0010-7493	0010-7493 - GS Mop Top		\$1,150.00	10.00%	\$2,070.00
2	Waterplay	0010-7496	GS Spray Tunnel 4	Steady Stream	\$2,100.00	10.00%	\$3,780.00
1	Waterplay	0011-1737	0011-1737 playPHASE Base XL		\$1,000.00	10.00%	\$900.00
2	Waterplay	0010-7489	GS Tulip		\$785.00	10.00%	\$1,413.00

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
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- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE



Quote Number:
00002932

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

Created or Revised Date:
3/15/2023

Expiration Date:
2023-03-31

Prepared By:
Morgan Selph
(801) 274-0212

1	Waterplay	0010-5845	PP Geyser High Flow Kit		\$280.00	10.00%	\$252.00
2	Waterplay	0010-7497	GS Spray Tunnel 8	Steady Stream	\$3,300.00	10.00%	\$5,940.00
1	Waterplay	0010-7466	GS Puddle 1 (light Blue or dark blue only)		\$4,170.00	10.00%	\$3,753.00
1	Waterplay	0010-7483	0010-7483 GS Starlet Spray		\$785.00	10.00%	\$706.50
3	Waterplay	0010-7476	0010-7476 GS Confetti Spray		\$785.00	10.00%	\$2,119.50
1	Waterplay	0010-1854	Activator Power Post		\$2,540.00	10.00%	\$2,286.00
2	Waterplay	0010-5570	Install Jig EMB 63.75 CC Ship 77		\$115.00	10.00%	\$207.00
1	Waterplay	0010-1954	0010-1954 - Controller Potable 12 Outputs		\$6,545.00	10.00%	\$5,890.50
1	Waterplay	0010-2244	0010-2244 - 16 Output Expansion Add On		\$1,515.00	10.00%	\$1,363.50
1	Waterplay	000-2113	Surge Suppressor 60kA 120/240 1 Phase		\$840.00	10.00%	\$756.00
3	Waterplay	DRA-00007	DRA-00007 - Drain 12 6IN Outlet Grey		\$375.00	10.00%	\$1,012.50
1	Waterplay	PSF - W - Main Ship	PS Freight - Waterplay - Main Ship		\$2,000.00	0.00%	\$2,000.00
1	Waterplay	PSF-Freight Waterplay	PS Freight - Waterplay - Pre-Ship		\$925.00	0.00%	\$925.00
1	Installation Services	Playco Park Builders	Playground and Splashpad Installation Services		\$147,950.00		\$147,950.00
1	Installation Services	Playco Park Builders	Mobilization		\$4,775.00		\$4,775.00
1	Installation Services	Playco Park Builders	Travel expenses		\$11,675.00		\$11,675.00
1	Installation Services	WET - FL	Aquatic Engineering and Permitting Services		\$7,500.00		\$7,500.00

NOTES

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QUOTE



Quote Number:
00002932

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

Created or Revised Date:
3/15/2023

Expiration Date:
2023-03-31

Prepared By:
Morgan Selph
(801) 274-0212

morgan@goplayspace.com

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

MEMO

Sourcewell Discount per Waterplay contract Number #010521-WTR

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

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

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

File Attachments for Item:

22. Resolution No. R23-25: A Resolution Of The City Council Authorizing The Mayor To Approve A Work Change Directive For The Project Known As The WTP Lift Well Replacement.

RESOLUTION NO. R23-25

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

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

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

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

Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Work Change Directive

No. 1

Date of Issuance: March 21st, 2023

Effective Date: March 14th, 2023

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

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

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

Attachments (list documents supporting change):

Laurel New Tie-In Location Cost Bread Down spreadsheet


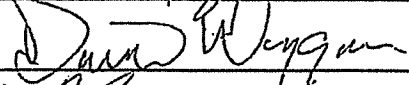
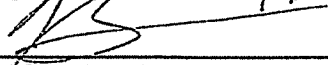
Purpose for Work Change Directive:

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

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

Estimated change in Contract Price and Contract Times:

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

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

Change Order

No. 1

Date of Issuance: 4/10/2023

Effective Date: 4/10/2023

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

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

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

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

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,117,500.00

Original Contract Times: Working days Calendar days

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

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

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

\$0.00

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

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

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

Contract Price prior to this Change Order:

\$1,117,500.00

Contract Times prior to this Change Order:

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

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

Increase/Decrease of this Change Order:

\$82,313.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days): 14 Calendar Days

Ready for final payment (days): 0 Calendar Days

Contract Price incorporating this Change Order:

\$1,199,813.00

Contract Times with all approved Change Orders:

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

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

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: April 10, 2023

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 4/10/23

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 4/10/23

File Attachments for Item:

23. Resolution No. R23-26: A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.

RESOLUTION NO. R23-26

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

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

ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I: SHORT-TERM INVESTMENT POOL PARTICIPATION
AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: MISCELLANEOUS

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

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

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

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

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

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

ARTICLE III: EXHIBITS

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

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

Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

24. Resolution No. R23-27: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order For The Project Known As The South 4th Street Reconstruction.

RESOLUTION NO. R23-27

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE A CHANGE ORDER FOR THE PROJECT KNOWN AS THE SOUTH 4TH STREET RECONSTRUCTION.

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

Section 1: Approval. The Change Order for the Project known as the South 4th Street Reconstruction Project, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Change Order for the Project known as the South 4th Street Reconstruction Project on behalf of the City.

Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Change Order

No. 1

Date of Issuance: 4/14/2023

Effective Date: 4/14/2023

Project: South 4 th Street Reconstruction	Owner: City of Laurel	Owner's Contract No.:
Contract:	Date of Contract: June 8, 2022	
Contractor: COP Construction	Engineer's Project No.: 2104-00862	

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

Description:

Contractor is instructed to abandon an existing waterline within Russell Park and replace with an 8" waterline and appurtenances in in South 5th Street between Maple Ave. and Cedar Ave. See the Attached exhibit sheet U-16

Attachments (list documents supporting change): See previously submitted WCD No. 1 and Contractors Copy of Laurel new tie-in Waterline plan & profile between Maple Ave. and Cedar Ave. on South 5th Street – U16

Engineer's Breakout of Change Order Cost

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$4,298,070.00

Original Contract Times: Working days Calendar days
Substantial completion (days): 140 Days starting on March. 27, 2023
Ready for final payment (days): 170 Days starting on March 27, 2023

Increase from previously approved Change Orders No. 0
to No. 0:
\$0.00

Increase from previously approved Change Orders
No. 0 to No. 0:
Substantial completion (days): 140 Days starting on March. 27, 2023
Ready for final payment (days): 170 Days after starting on March 27, 2023

Contract Price prior to this Change Order:
\$4,298,070.00

Contract Times prior to this Change Order:
Substantial completion (days): 140 Days starting on March. 27, 2023
Ready for final payment (days): 170 Days starting on March 27, 2023

Increase/Decrease of this Change Order:
\$82,251.00

[Increase] [Decrease] of this Change Order:
Substantial completion (days): 5 Calendar Days
Ready for final payment (days): 5 Calendar Days

Contract Price incorporating this Change Order:
\$4,380,321.00

Contract Times with all approved Change Orders:
Substantial completion (days): 145 Days Starting on March 27,, 2023
Ready for final payment (days): 175 Days starting on March 27, 2023

RECOMMENDED:
By: 
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: April 14, 2023

Date: _____

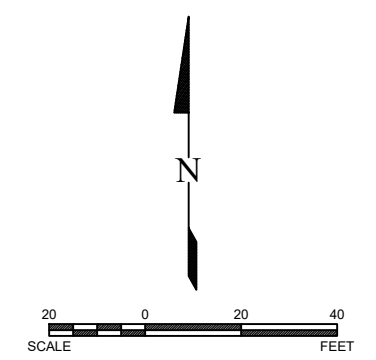
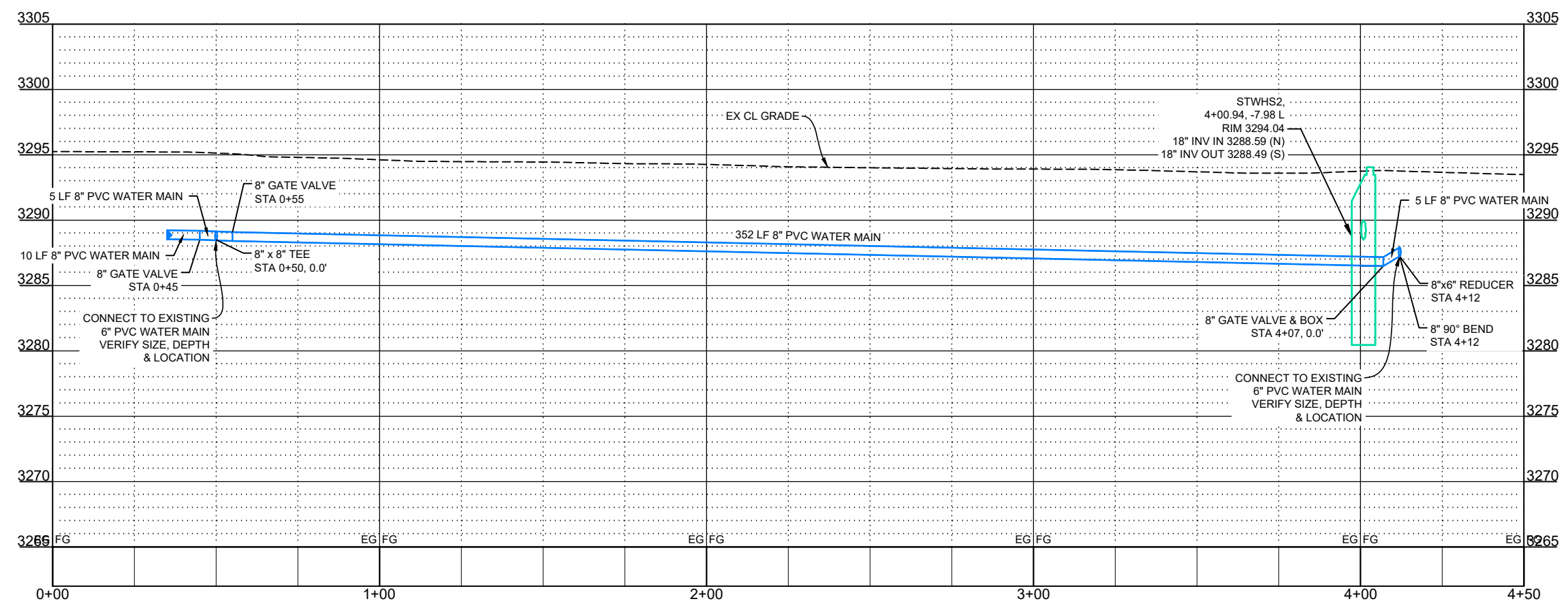
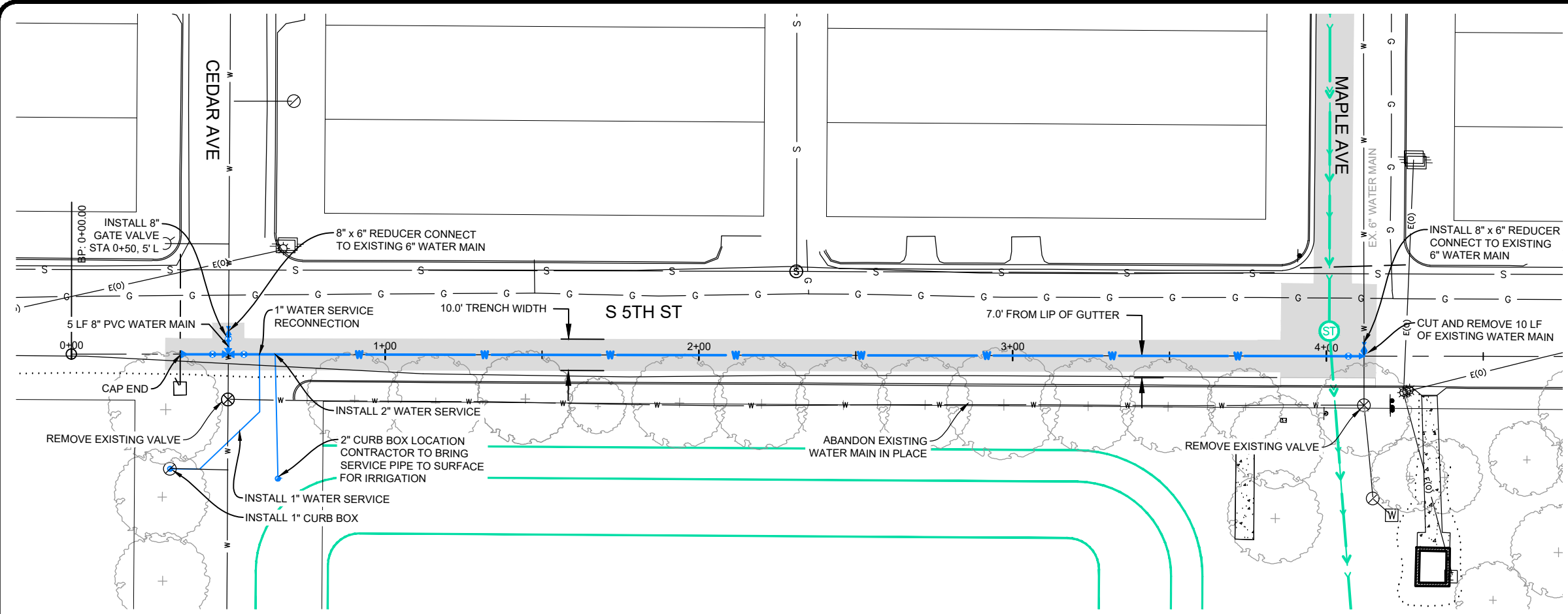
Date: _____



ENGINEER'S BREAKOUT OF CHANGE ORDER COST
2022 Pavement Maintenance Project
S. 4TH ST FROM WEST AVE. TO HWY 212
 City of Laurel, MT
 April 14, 2023



ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	Schedule 2 - Water System Improvements				
202	Taxes, Insurance and Bonds	LS	1	\$2,750.00	\$2,750.00
203	Traffic Control	LS	1	\$1,300.00	\$1,300.00
206	Temporary Water System,	LS	1	\$1,300.00	\$1,300.00
208	Remove Ex. Valve	EA	2	\$250.00	\$500.00
211	Remove Ex. Water Main	LF	20	\$13.00	\$260.00
213	Connect to Ex. Water Main	EA	2	\$2,000.00	\$4,000.00
215	8" C900 PVC Water Main	LF	392	\$78.00	\$30,576.00
217	8" Gate Valve & Box	EA	4	\$4,300.00	\$17,200.00
219	8" tee	EA	1	\$1,700.00	\$1,700.00
222	8" X 6" Reducer	EA	2	\$1,000.00	\$2,000.00
224	8" Bends	EA	1	\$1,400.00	\$1,400.00
231	Install 2" Water Service w/Curb Box	EA	1	\$3,300.00	\$3,300.00
232	Install 1" Water Service w/ Curb Box	EA	1	\$2,500.00	\$2,500.00
233	1" Water Service Reconnection	EA	1	\$30.00	\$30.00
238	Exploratory Excavation	HR	4	\$350.00	\$1,400.00
416	1-1/2" Crushed Base Course	CY	145	\$41.00	\$5,945.00
418	Gravel Alley Surface Repair	SY	435	\$14.00	\$6,090.00
Total Change Order Cost					\$82,251.00



NO.	DATE	REVISION

DRAFTED MK
 REVIEWED RW
 PROJECT NUMBER 2104-00862
 ISSUE DATE 04/14/2023

SOUTH 4TH STREET RECONSTRUCTION
 CITY OF LAUREL
 LAUREL, MT
S. 5TH ST. UTILITIES PLAN & PROFILE STA 0+00 TO 4+50

SHEET
U16

File Attachments for Item:

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

ORDINANCE NO. 023-02

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

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

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

2.72.020 Composition.

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

A. Two official members who reside outside the city limits, but within the jurisdictional area of the Board, to be appointed by the Yellowstone County ~~Board of Commissioners,~~ who may in the discretion of the Yellowstone County Board of County Commissioners be employed by or hold public office in the Yellowstone County;

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

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

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

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

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

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

(Prior code § 17.04.020)

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

Introduced and passed on first reading at a regular meeting of the City Council on the 11th day of April 2023, upon Motion by Council Member Mize.

PASSED and ADOPTED by the Laurel City Council on second reading on the 25th day of April 2023, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 25th day of April 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney