



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, JANUARY 10, 2023  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R23-01

NEXT ORD. NO.  
O23-01

**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 December 27, 2022.

### **Correspondence**

2. Resignation Letter from Jodi MacKay.

### **Council Disclosure of Ex Parte Communications**

### **Public Hearing**

### **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 January 6, 2023.
4. Approval of Payroll Register for PPE 12/25/2022 totaling \$177,656.15.

### **Ceremonial Calendar**

### **Reports of Boards and Commissions**

5. Budget/Finance Committee Minutes of December 27, 2022.

### **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**

6. Mayoral Nomination of Ward Member 4 Jodi MacKay.
7. Appointment of Abbigail Nagel to the Laurel Fire Department.
8. Appointment of Judy Goldsby to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2026.
9. Resolution No. R23-01: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
  
10. Resolution No. R23-02: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Splash Park Installation By And Between The City Of Laurel And KLJ Engineering, Inc.

## **Items Removed From the Consent Agenda**

### **Community Announcements (One-Minute Limit)**

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

### **Council Discussion**

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

## **Mayor Updates**

## **Unscheduled Matters**

### **Adjournment**

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

## **DATES TO REMEMBER**

**File Attachments for Item:**

1. Approval of Minutes of December 27, 2022.



Council Minutes of December 27, 2022

Motion by Council Member Klose to approve the consent items as presented, 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.

**CEREMONIAL CALENDAR:** None.

**REPORTS OF BOARDS AND COMMISSIONS:**

- Budget/Finance Committee Minutes of December 13, 2022.
- Park Board Minutes of November 3, 2022.
- Public Works Committee Minutes of November 21, 2022.

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

**SCHEDULED MATTERS:**

- **Resolution No. R22-78: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute The Construction And Maintenance Agreement For South 4th Street Public Roadway In The City Of Laurel, Yellowstone County, Montana.**

Motion by Council Member Sparks to approve Resolution No. R22-78, 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.

- **Resolution No. R22-79: A Resolution Of City Council Authorizing The Mayor To Execute The Memorandum Of Agreement By And Between The City Of Laurel And The Montana Department Of Transportation Related To The Installation And Upgrading Of Sidewalk Off South 4th Street, Laurel, Montana.**

Motion by Council Member Herr to approve Resolution No. R22-79, 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.

- **Resolution No. R22-80: A Resolution Of The City Council Supporting The 2022 Legislative Resolutions Of The Montana League Of Cities And Towns.**

Motion by Council Member Eaton to approve Resolution No. R22-80, 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.

- **Resolution No. R22-81: A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.**

Motion by Council Member Mize to approve Resolution No. R22-81, 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.

- **Resolution No. R22-82: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For The Purchase Of A Vehicle And Equipment From Kois Brothers Equipment Company, Inc.**

Motion by Council Member Wheeler to approve Resolution No. R22-82, 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. R22-83: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For Services Performed By 120 Water Audit, Inc. Related To Lead Service Line Compliance.**

Motion by Council Member Sparks to approve Resolution No. R22-83, 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.

DRAFT

Council Minutes of December 27, 2022

- **Resolution No. R22-84: A Resolution Of The City Of Laurel City Council Clarifying Legal Scope Of Resolution No. R05-23 Related To Classification Of The City Of Laurel.**

Motion by Council Member Herr to approve Resolution No. R22-84, seconded by Council Member Mize. 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. R22-85: Resolution Of The City Council Authorizing The Mayor To Execute Modification Agreement For Montana Natural Resource Damage Program.**

Motion by Council Member Wilke to approve Resolution No. R22-85, 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.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

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

**COUNCIL DISCUSSION:**

Council wished everyone a Happy New Year!

**MAYOR UPDATES:**

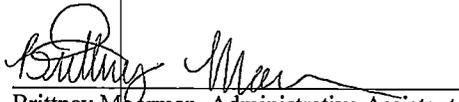
Mayor Waggoner stated the Lyons are selling fireworks again this year for New Year. The Lyons use the proceeds from the sales to give back to the community. They will be open December 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup> from 2:00 p.m. to 8:00 p.m. Their stand is located at E. Main and Milwaukee.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member Klose 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 6:44 p.m.

  
 Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 10<sup>th</sup> day of January 2023.

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

Attest:

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

**File Attachments for Item:**

2. Resignation Letter from Jodi MacKay.

**Brittney Moorman**



City Mayor  
Thursday, January 5, 2023 11:26 AM  
Civil Attorney; Kurt Markegard; Brittney Moorman  
FW: LURA Board

*Dave Waggoner*  
Mayor  
City of Laurel, Montana  
(406) 628-8456 extension 5501

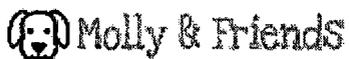
**From:** Jodi Mackay <mollyandfriends406@gmail.com>  
**Sent:** Thursday, January 5, 2023 11:25 AM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** LURA Board

Good Morning, Mayor.

Effective immediately, I would like to resign from the LURA board.

Thank you,

Jodi Mackay



(406) 633-4488  
[www.MollyandFriends.net](http://www.MollyandFriends.net)  
[www.Facebook.com/MollyandFriendsDogDayCare](https://www.Facebook.com/MollyandFriendsDogDayCare)

**File Attachments for Item:**

5. Budget/Finance Committee Minutes of December 27, 2022.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, December 27, 2022**

**Members Present:** Richard Klose, Michelle Mize (5:35 p.m.), Emelie Eaton, Heidi Sparks

**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 December 13, 2022, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of December 13, 2022. Heidi Sparks seconded the motion, all in favor, motion passed 3-0.
2. Review and approve purchase requisition, there were none.
3. Review and recommend approval to Council; claims entered through December 23, 2022. Emelie Eaton moved to approve the claims and check register for claims entered through December 23, 2022. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
4. Review and approve Payroll Register for the pay period ending December 11, 2022, totaling \$213,124.12. Heidi Sparks motioned to approve the payroll register for the pay period ending December 11, 2022, totaling \$213,124.12. Michelle Mize seconded the motion, all in favor, motion passed 4-0.

**New Business –**

**Old Business –**

**Other Items –**

1. Review Comp/OT reports for the pay period ending December 11, 2022.
2. Mayor Update –Mayor stated that the city is working on a water rate increase. The increase would be a tier system and the increase would only effect high water users. Residential homes should not notice the increase.
3. Clerk/Treasurer Financial Update-Working on getting the AFR submitted, by December 30, 2022.

**Announcements –**

4. The next Budget and Finance Committee meeting will be held on January 10, 2023, at 5:30 pm.
5. Richard Klose is scheduled to review claims for the next meeting.

Meeting Adjourned 6:25 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:**

6. Mayoral Nomination of Ward Member 4 Jodi MacKay.

**From:** Jodi Mackay <[mollyandfriends406@gmail.com](mailto:mollyandfriends406@gmail.com)>

**Sent:** Thursday, January 5, 2023 7:21:27 PM

**To:** City Mayor <[citymayor@laurel.mt.gov](mailto:citymayor@laurel.mt.gov)>

**Subject:** Re: Council

I grew up in Laurel and am an LHS graduate. I attended Northwest College in Powell, WY and transferred to Eastern Kentucky University in Richmond, KY. I graduated from ECU with a BA in Sociology. As a teen, I worked with people with disabilities and continued on that career path after college. In 2008, I returned to Montana and purchased a house in my hometown. After 14 years at a nonprofit agency in Billings, I decided it was time for a change and opened Molly & Friends, a dog daycare and boarding facility on East Main Street. I have a 10 year old daughter that attends Graff Elementary and a fiancée who works as a contractor and has been integral in our small business venture!

As a member of Laurel's City Council, my goal is to be a part of building a better Laurel. I love being a member of our small business community and look forward to the opportunity to be more involved in our town. I believe in listening to people, sharing ideas and contributing to "boots on the ground" efforts to better our community.

Thank you for the opportunity to serve my hometown!

Jodi

**File Attachments for Item:**

7. Appointment of Abbigail Nagel to the Laurel Fire Department.



# LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044  
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel  
PO Box 10  
Laurel, Mt. 59044

December 23, 2022

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter  
Abigail Nagel

Miss Nagel has been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment

Brent Peters  
Fire Chief  
Laurel Volunteer Fire Department

**File Attachments for Item:**

8. Appointment of Judy Goldsby to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2026.

December 22, 2022

City of Laurel  
115 West 1<sup>st</sup> Avenue  
Laurel, Montana 59044

Attention: Office of the Mayor

Re: Board position opening for LURA

Mayor Wagner:

I would like to request an opportunity to fill the open position on the Laurel Urban Renewal Agency (LURA) board.

My qualifications are as follows:

I owned and operated an auto mechanical business on Main Street in Laurel since 1995. Having sold the business to my mechanic, I maintain first title to the property which he is purchasing on contract.

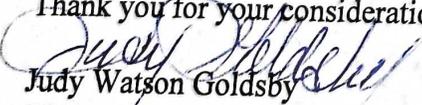
I have been involved with LURA since its inception, and have been on the board through all the previous administrations. My request for reassignment was turned down in 2021 by the acting mayor.

The LURA program has in the past funded some very worthwhile projects. I feel as though the projects have improved and enhanced our TIF District including our downtown and the South Fourth Street corridor.

LURA operated under the guidance of several City Planners and Administrators. If there were faults with the applications for funding, I feel that it was that the board was not sufficiently involved in the approvals and applications themselves. I feel that needs to change.

The grant program needs to continue, and I think I can assist in rewriting, revising, and making it a success.

Thank you for your consideration.

  
Judy Watson Goldsby  
2741 Alpine View Drive  
Laurel, Montana 59044  
(406) 855-0053

**File Attachments for Item:**

9. Resolution No. R23-01: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

**RESOLUTION NO. R23-01**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TRUE NORTH CONTRACTING.**

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 and True North Contracting, 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 True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the 10<sup>th</sup> day of January 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 10<sup>th</sup> day of January 2023.

APPROVED by the Mayor the 10<sup>th</sup> day of January 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 \_\_ day of January 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 True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, 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 December 14, 2022, 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 five thousand one hundred and twenty two dollars and no cents (\$5,122.00) 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 \_\_ DAY OF DECEMBER 2023.

CITY OF LAUREL

CONTRACTOR

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

\_\_\_\_\_  
True North Contracting

ATTEST:

Employer Identification Number

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

\_\_\_\_\_

9431 Anglers Way  
 Billings Mt 59101  
 jb.tnc@outlook.com  
 406-850-8745



# PROPOSAL

Date      Estimate #  
 12/14/2022      9-181

## TRUE NORTH CONTRACTING

City Of Laurel  
 P.O. Box 10  
 Laurel, MT  
 59044

East Main Lift Station

Description		Total
Remove 550 sq ft of 6" thick asphalt and gravel and patch back with 6" thick new asphalt		5,122.00

1. Bid does not include price for bond or traffic control.
2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.
3. Thank you for the opportunity to earn your business

**Total** \$5,122.00

ACCEPTANCE OF PROPOSAL *[Signature]*  
 DATE OF ACCEPTANCE 12/15/22

**File Attachments for Item:**

10. Resolution No. R23-02: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Splash Park Installation By And Between The City Of Laurel And KLJ Engineering, Inc.

**RESOLUTION NO. R23-02**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE SPLASH PARK INSTALLATION BY AND BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING, INC.**

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc.

Introduced at a regular meeting of the City Council on the 10<sup>th</sup> day of January 2023 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the 10<sup>th</sup> day of January 2023.

APPROVED by the Mayor on the 10<sup>th</sup> day of January 2023.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Task Order: Splash Park Installation**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

### **1. Background Data**

- A. Effective Date of Task Order: December 21, 2022
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): Splash Park Installation**
- E. Specific Project (description): Repurposing of the City pool into a splash park

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
  
Set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

### **3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are: None

### **4. Owner's Responsibilities**

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
  - Provide Engineer with access to the property, as needed, to complete the project.

- Provide known utility locations.
- Title work.

**5. Task Order Schedule**

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Basic Services are anticipated to be complete by August 4, 2023

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Design and Construction Phase Services (A1.01-A1.4)	\$57,020.00	Direct Labor, Not to Exceed
<b>TOTAL COMPENSATION</b>	<b>\$57,020.00</b>	<b>Direct Labor, Not to Exceed</b>
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:** None

**8. Other Modifications to Agreement and Exhibits:** None

**9. Attachments:**

Exhibit A – “Engineer’ Services for Task Order  
Site Boundary Exhibit

**10. Other Documents Incorporated by Reference:**

December 5, 2017, Agreement between Owner and Engineer for Professional Services, Task Order Edition  
October 13, 2020, Amendment to Engineer-Owner Agreement, Amendment No. 1.

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc.

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

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

Print Name: Dave Waggoner

Print Name: Mark Anderson

Title: Mayor

Title: Vice- President

Engineer License or Firm's  
Certificate No. (if  
required):

PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Ryan Welsh

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10  
Laurel, MT 59044

Address: PO Box 80303  
Billings, MT 59108

E-Mail  
Address: kmarkegard@laurel.mt.gov

E-Mail  
Address: [ryan.welsh@kljeng.com](mailto:ryan.welsh@kljeng.com)

Phone: 406-628-4796

Phone: 406-245-5499

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### Exhibit A – Engineer's Services – Splash Park Installation

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** Project No. 2204-01898.

## **Engineer's Services Laurel Splash Park**

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### **Project Description:**

This project consists of providing Civil and Surveying Services to the City of Laurel (Owner) for the design of the following:

#### **Repurposing of the City pool into a splash park.**

Owner Facility is located on Lot 1, Block 36 of Allard Subdivision in Laurel, MT and is further described as Lots 1 – 22, Block 37 in Section 09 of Township 02 South, Range 24 East, Yellowstone County, Montana.

KLJ Engineering will provide Topographic Mapping of the existing City pool site as shown in the attached site boundary map, Site Civil Engineering for the site civil improvements to include:

Demolition of specific parts of the existing pool to be further identified in design

Design of the reclamation of the existing pool site

Coordination with Playspace Designs who will design the splash park facility (it is expected that the City will contract with Playspace Designs to perform a design build of the facility).

Design of the water supply system to the splash park

Design of the wastewater system to collect from the splash park

Design of the internal splash systems is to be completed by Playspace Designs

The Owner's budget for the design and construction is between \$200,000 and \$300,000.

### **Project Schedule:**

Topographic Survey: Four weeks from Agreement execution (approx. 1/13/23 – 2/10/23)

Schematic Design: Three weeks from Topographic Survey (approx. 2/10/23 – 3/3/23)

Design Development: Four weeks from acceptance of Schematic Design (approx. 3/10/23 – 4/7/23)

Construction Documents: Four weeks from acceptance of Design Development (approx. 4/14/23 – 5/12/23)

City Review & Revisions: Approximately Two weeks from acceptance of Construction Documents (approx. 5/26/23 – 6/9/23)

Construction: 8 weeks from completion of City revisions (approx. 6/9/23 – 8/4/23)

Engineer shall provide Basic Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Project Management**

A. The following applies to the entire Project.

1. Organize and facilitate one kick-off meeting with Owner, Contractor, and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating internal weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.

A1.02 *Topographic Survey mapping*

- A. During this phase KLJ will survey within the attached site boundary map to create a topographic base map.
- B. Engineer shall:
  1. Research property boundaries based on plats and certificates of survey obtained from public records. The property boundary survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing.
  2. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities as located by “one-call Locators”. Topographic survey will generally be bounded within the project limits of the site, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify data and make sure pertinent features are included on the map.
  3. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
  4. Easements - Identify and map existing recorded easements on the property found within the Owner provided title work. The Owner assumes all risk of ownership discrepancies and conflicts with easements or encumbrances not included in the title work provided by the Owner.
- C. Deliverables:
  1. Topographic Base Drawing Suitable for design of improvements.
- D. Owner's Responsibilities:
  1. Provide known utility locations
  2. Ensure access to the property
  3. Title work
- E. Assumptions:

1. Engineer's fee assumes that the above work will occur during a period when snow is not present.
2. "One-Call" locates all utilities within the limits of the site.
3. Existing piping of pool system will be identified by the City.
4. Property pins are present in their accurate locations and will not require additional research or field work to reestablish or locate.

#### A1.03 *Schematic Design*

##### A. Phase Description:

1. During this phase a conceptual drawing will be prepared to begin permitting conversations (if needed).

##### B. During this phase the engineer will complete the following:

1. Attend Kickoff Meeting
2. Site visit
3. One Concept Site Drawing containing:
  - a. Splash Park General Features
  - b. Site Access location
  - c. Utility Connection locations and estimated sizes
  - d. Known Constraints
4. Attend 2 Coordination meetings as required

##### C. Deliverables:

1. Concept Drawing

##### D. Owner's responsibilities:

1. Provide the type and number of water features
2. Provide access for Engineers site visit
3. Preliminary Schedule

##### E. Assumptions:

1. Site visit will be completed when the site is not covered with snow.
2. City will not be recirculating water used by the splash park
3. No treatment system will be required for the water flowing to the splash park features.
4. Existing City water pressures and flow are at levels where additional pumping or reducing systems will not be needed.
5. Splash Park features will be presented to City with approximate installation cost for each and City will identify those features they want within their expected budget.
6. Splash Park features, layout, and park piping will be laid out and designed by Playspace Design.

7. Existing pool building will be utilized for manifold connection, to house control features, and installation of monitoring system required for splash park operation.
8. Engineer's scope assumes that there will not be a need for mechanical or architectural design or modifications to the existing building.

#### A1.04 *Design Development*

##### A. Phase Description:

1. During this phase KLJ will prepare 65% complete plans and specifications for the site.

##### B. KLJ will complete the following:

1. Site Plan which will contain the following:
  - a. Splash Park layout relative to property boundaries
  - b. Detail reclamation needs for the existing pool and piping
  - c. Exterior Concrete (sidewalks and pads)
  - d. Benches and/or seating areas for end users.
2. Grading and Drainage plans (which will be incorporated into Site Plan)
  - a. Existing and finished contours
  - b. Finished Floor Elevations
  - c. Drainage arrows
  - d. Spot Elevations of significant features
  - e. Slopes of concrete where appropriate
  - f. Facilities to divert offsite stormwater flows if required
3. Utility Plan
  - a. Water Service connection from the City of Laurel's Water Distribution System to within 5' of the building foundation
  - b. Sewer Service connection from the City of Laurel's Sewer Collection System to within 5' of the building foundation
4. Detail Sheets and details as appropriate
5. Attend up to two (2) design coordination meetings, as required

##### C. Deliverables:

1. 65% complete plans and specifications

##### D. Owner's Responsibilities

1. Specific feature selection
2. Updated Schedule
3. Submit changes that affect the site to KLJ as soon as possible

##### E. Assumptions

1. No improvement to existing building, parking, or lot access is included.

2. Drainage design will not be needed as project does not expand on existing hard surfacing
3. Water and Sewer Service will be provided from City of Laurel
4. Existing on-site utilities will be used for connection.
5. Electrical plans to be simple plug and play and not require design by an Electrical Engineer.

#### A1.05 *Construction Documents*

##### A. Phase Description:

1. This phase will produce the plans and specifications required for bidding and construction.

##### B. KLJ will complete the following:

1. Further develop plans completed during design development.
2. The following will be added to the Site Plan
  - a. Coordinate for any electrical connection or installation to be provided by Playspace Design
3. Attend two coordination meetings
4. Attend Owner 95% Plan Review
5. Revise Construction documents once, based on Owner's quality control review

##### C. Deliverables:

1. Construction plans with Engineers stamp and specifications

##### D. Owner's Responsibilities

1. Update Schedule
2. Review and comment on submitted plans
3. Submit changes that affect the site to KLJ prior as soon as possible

##### E. Assumptions

1. This project will refer to the Montana Public Works Standard Specifications, wherever possible and supplement with notes and details in the plans. No separate specifications will be produced.

#### A1.06 *Construction Phase*

##### A. As Basic Services, Engineer shall:

1. Coordinate the execution of the Contract Documents between the Owner and Contractor.
2. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction

Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

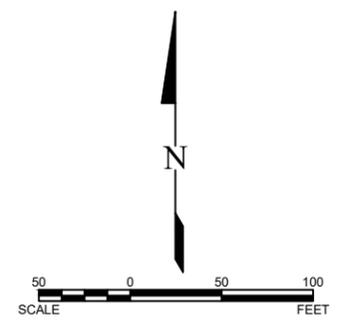
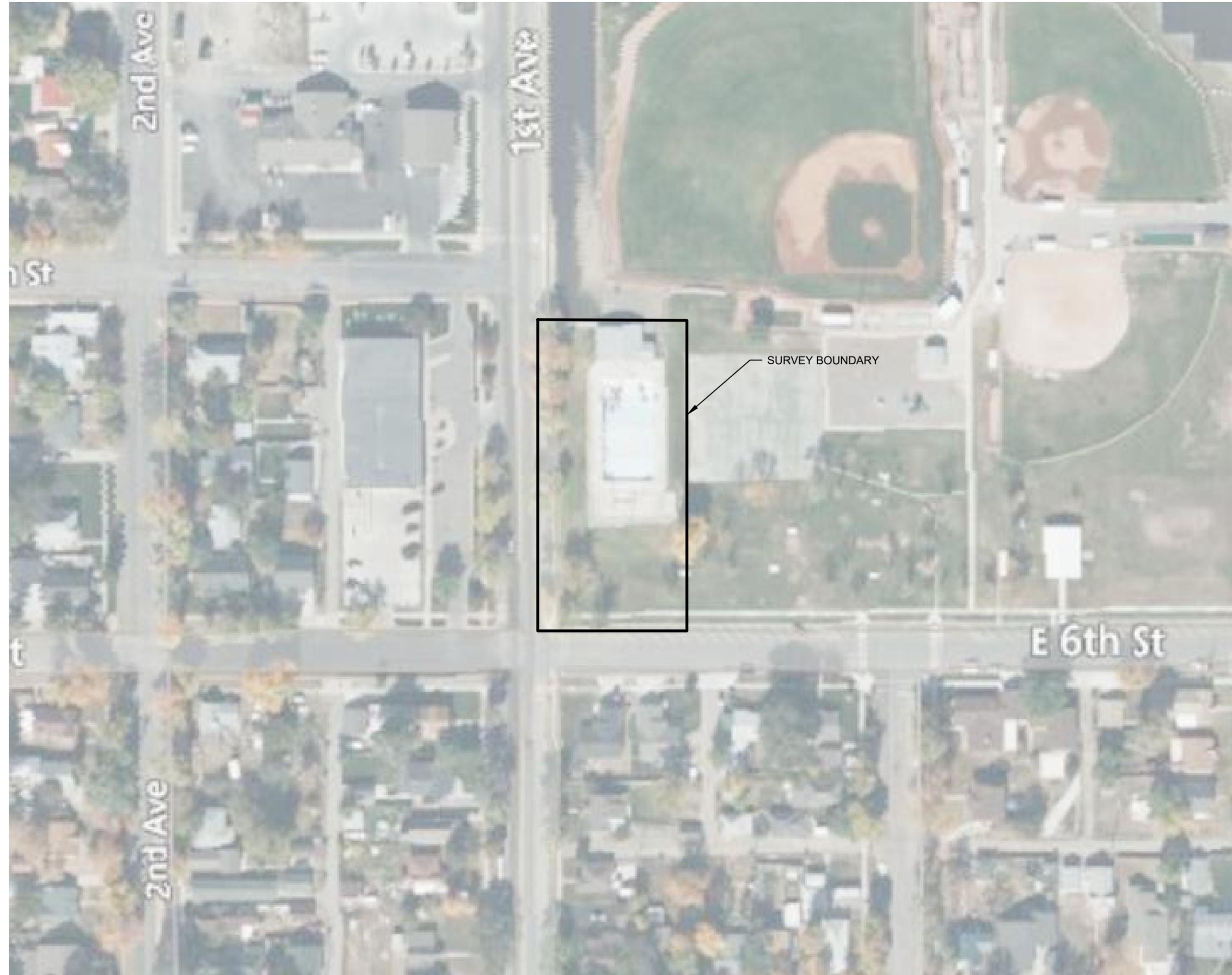
3. *Pre-Construction Conference:* Coordinate and participate in a pre-construction conference prior to commencement of Work at the Site.
4. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make up to six (6) visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress of Contractor's executed Work. Such visits and observations by Engineer are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
5. *Construction Staking:* Stake the center of the proposed features
6. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
7. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. *Shop Drawings, Samples, and Other Submittals:* Review take appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
9. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Additional Services of this Exhibit A.

10. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation
11. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data reviewed as provided above. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
12. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
13. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
14. *Start-up:* Engineer will review operation and maintenance manuals submitted by the Contractor and will be on site during the equipment start-up and operator training.
15. *Record Drawings:* Engineer will develop Record Drawing for the project and submit to the MT-DEQ and two paper copies to the Owner along with one digital copy in PDF format.

*A2.01 Additional Services:*

- A. *Advance Written Authorization Required:* Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.
  1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits, environmental studies, traffic impact analysis, opinions of probable construction cost, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.

2. Design services in addition to those defined under Basic Services including but not limited to: structural design including but not limited to foundations and retaining walls, mechanical engineering services, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.
3. Site lighting design
4. Landscaping design
5. Irrigation system design
6. Onsite water source development/design
7. Design of on-site wastewater treatment system
8. Design of wastewater pumping systems.
9. Design of stormwater pumping systems or treatment systems.
10. Design of improvements to be constructed via trenchless methods.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
13. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
16. Modifying final approved design or digital files as may be required for Owner's or Contractor's use during construction.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Providing a traffic analysis of existing or future conditions.
19. Providing any structural design for improvements to the property.
20. Provide right-of-way or permanent easement acquisition services.
21. Providing any 3-D or artistic renderings.
22. Engineer's fee does not include submittal, review, recording, permit, system development, or other fees. These fees are to be paid by Owner.
23. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Contractor.
24. Other additional services performed or furnished by Engineer.



NO.	DATE	REVISION

DRAFTED	REW
REVIEWED	REW
PROJECT NUMBER	2204-01898
ISSUE DATE	12/23/2022

**LAUREL SPLASH PARK**  
 LAUREL, CITY OF  
 CITY POOL SITE  
**SITE BOUNDARY EXHIBIT**

SHEET  
**S-1**