



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 04, 2019
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R19-18

NEXT ORD. NO.
O19-02

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 May 21, 2019.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

2. Intent to Create SID No. 119

Consent Items

NOTICE TO THE PUBLIC

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

3. Claims for the month of May 2019.
4. Approval of Payroll Register for PPE 5/19/2019 totaling \$172,589.52.
5. Receiving the Committee/Board Minutes into the Record.
 - Budget/Finance Committee minutes of May 21, 2019.
 - Council Workshop minutes of May 28, 2019.
 - Emergency Services Committee minutes of April 29, 2019.
 - Public Works Committee minutes of May 20, 2019.
 - Tree Board minutes of April 18, 2019.
 - Tree Board minutes of May 16, 2019.
 - Laurel Airport Authority minutes of April 16, 2019.
 - City/County Planning Board minutes May 2, 2019.
 - Revised Park Board minutes of April 4, 2019.

Ceremonial Calendar

Reports of Boards and Commissions

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. Resolution No. R19-18: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.
7. Resolution No. R19-19: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.
8. Resolution No. R19-20: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project.
9. Resolution No. R19-21: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund
10. Resolution No. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.
11. Resolution No. R19-23: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

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

Item Attachment Documents:

1. Approval of Minutes of May 21, 2019.

MINUTES OF THE CITY COUNCIL OF LAUREL

MAY 21, 2019

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 Tom Nelson at 6:30 p.m. on May 21, 2019.

COUNCIL MEMBERS PRESENT: Emelie Eaton Heidi Sparks
 Bruce McGee Richard Herr
 Richard Klose Irv Wilke
 Bill Mountsier

COUNCIL MEMBERS ABSENT: Scot Stokes

OTHER STAFF PRESENT: None

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

Mayor Nelson asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of May 7, 2019, as presented, 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.

CORRESPONDENCE:

- Chamber of Commerce minutes of April 11, 2019; Laurel Chamber of Commerce agenda of May 10, 2019.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims for the month of May 2019 in the amount of \$135,800.89.**
 A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of April 2019.**
- **Approval of Payroll Register for PPE 5/5/2019 totaling \$193,199.31.**
- **Receiving the Committee/Board/Commission Reports into the Record.**
 --Budget/Finance Committee minutes of May 7, 2019, were presented.
 --Council Workshop minutes of May 14, 2019, were presented.

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

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member McGee. 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: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

Karl Dan Koch, 320 Colorado Avenue, referenced Resolution No. R10-38 that was passed in April of 2010. The resolution states that donation of millings for a handicap parking lot within Thompson Park. This lot will jointly benefit the School District. Requesting the City add ten feet of millings to the parking lot to address the issue. He stated Public places need public attention. He stated that

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Council Member Eaton introduced Resolution No. R10-38, he is requesting that she help address this issue.

SCHEDULED MATTERS:

- **Resolution No. R19-16: Resolution Approving Change Order No.1 To The Contract For The City Of Laurel's WWTP Sludge Dewatering Facilities And Authorizing The Mayor To Sign All Change Order Documents On The City's Behalf.**

Motion by Council Member Herr to approve Resolution No. R19-16, seconded by Council Member Mountsier. 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. R19-17: Resolution Approving Change Order No.2 To The Contract For The City Of Laurel's WWTP Sludge Dewatering Facilities And Authorizing The Mayor To Sign All Change Order Documents On The City's Behalf.**

Motion by Council Member Mountsier to approve Resolution No. R19-17, seconded by Council Member Heidi. 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:

There will be a tour of the Water Treatment Plant on July 23rd. July is a five Tuesday month; there will be no Council meeting this evening.

There was no quorum at last night's Emergency Services Committee meeting.

This Friday is Poppy Day. The American Legion will be out passing out poppies. Starting Saturday at 9 a.m., they will be placing flags on veteran's graves. On Memorial Day at 9 a.m. there will be memorial service at the City Cemetery. Representative Vince Ricci will be the guest speaker. At noon there will be a memorial service at the Yellowstone National Cemetery. An Undersecretary from the VA, Senator Tester, and a General will be speaking.

MAYOR UPDATES:

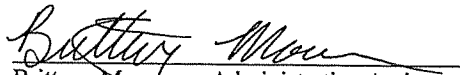
Mayor Nelson stated there would be figures put together for next weeks Workshop regarding the request for raising the LURA Large Grant Program cap.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Klose to adjourn the council meeting, seconded by Council Member Mountsier. 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 6:49 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 4th day of June 2019.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

Item Attachment Documents:

5. Receiving the Committee/Board Minutes into the Record.
 - Budget/Finance Committee minutes of May 21, 2019.
 - Council Workshop minutes of May 28, 2019.
 - Emergency Services Committee minutes of April 29, 2019.
 - Public Works Committee minutes of May 20, 2019.
 - Tree Board minutes of April 18, 2019.
 - Tree Board minutes of May 16, 2019.
 - Laurel Airport Authority minutes of April 16, 2019.
 - City/County Planning Board minutes May 2, 2019.
 - Revised Park Board minutes of April 4, 2019.
 - Park Board minutes of May 2, 2019.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, May 21, 2019**

Members Present: Emelie Eaton
 Bruce McGee
 Richard Klose

Others Present: Mayor Nelson

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.*

General Items

- Review and approve the minutes of the May 7, 2019 meeting. Bruce McGee made a motion to approve the minutes of the May 7, 2019 Budget and Finance Committee meeting. Richard Klose seconded the motion, all in favor, motion passed.
- Review and approve purchase requisitions – Police Department Charger. Bruce McGee asked whether this purchase requisition would have to go in front of the Council as it was clearly over \$5,000. The answer was “no” because the Chief was using his Federal Equitable Sharing Fund to make the purchase. The Chief of Police has complete authority over those funds, and this was simply a formality to inform the Committee that funds were going out of the FESF and being used to purchase a vehicle. Bruce McGee made a motion to approve the Purchase Requisition by the Police Department for purchase of the Charger. Richard Klose seconded the motion, all in favor, motion passed.
- Review and approve the April 2019 Journal Vouchers. The Mayor obtained the Journal Vouchers stating he had reviewed the documents but failed to read the note on the front instructing him to bring the documents to the Budget and Finance meeting. Bruce McGee reviewed the documents. Bruce McGee made a motion to approve the April Journal Vouchers. Richard Klose seconded the motion, all in favor, motion passed.
- Review and approve the April 2019 Utility Billing Adjustments. The Utility Billing documents were provided, signed and dated. Bruce McGee made a motion to approve the April Utility Billing Adjustments. Richard Klose seconded the motion, all in favor, motion passed.
- Review and approve the April 2019 Financial Statements. There was discussion on whether on page 1, the column titled “Estimated Revenue” was all the monies that particular line item was going to receive for the year. The Mayor agreed then stated that if committee members turned to page three and went to the fifth column entitled “Available Appropriation” this amount showed how much was available every year for that line item. It was questioned whether some line items were not reflecting monies held in reserve. The Mayor repeated that this was the money available every year. Bruce McGee made a motion to approve the Financial Statements. Richard Klose seconded the motion, all in favor, motion passed.
- Review and recommend approval to Council Claims entered through 5/17/19. Richard Klose had previously reviewed the Claims Detail report and the check register for accuracy. Bruce McGee made a motion to recommend approval of the claims entered through 5/17/19. Richard Klose seconded the motion, all in favor, motion passed.

- Review Comp/Overtime hours for pay period ending 5/5/19. Bruce McGee commented that the Police Department had been experiencing a lot of overtime and he stated he hoped things were back to normal for that department.
- Review and approve Payroll Register for pay period ending 5/5/19 totaling \$193,199.31. It was pointed out that from now on the “big blue book” would not be shared with Committee members as it was recently learned that it contained too much detail that committee members did not need to know. From now on the Clerk Treasurer would provide a two-page summary of the information. This would be signed and dated by two committee members and kept as the official record. The two-page summary was reviewed, signed and dated. Bruce McGee made a motion to approve the Payroll Register for the pay period ending 5/5/19 totaling \$193,199.31. Richard Klose seconded the motion, all in favor, motion passed.

New Business – none

Old Business – none

Other Items – Mayor Nelson was asked to speak about any issues of interest. The Mayor spoke about LURA and consternation by some of the members of that Board over using funds for a bondable project. He also spoke about work the Emergency Services Committee had done to combine the Fire and Ambulance Departments. He stated the issue is now to the point that it needs to come before the Council and be formalized as a Resolution. He also stated the combined Department will need a full time Fire/EMS Director and the Mayor wants the entire Council to understand the financial issues and options associated with these plans. He further discussed the topic of Class I communities and the additional burdens that would have to be met.

There was also discussion of the Charter form of government and the historic lack of success in obtaining a CAO for the position in this community.

Richard Klose inquired about the former site of the silos next to Hardees. Emelie Eaton provided a quick summary of information that had been shared at the Public Works meeting the previous day.

Announcements – Emelie Eaton stated July 23 is a Tuesday and the Public Works Director would like to have a tour of the new Water Treatment Plant on that “free” Tuesday night.

The meeting was adjourned at 6:24. The next Budget and Finance Committee meeting will be held June 4, 2019 at 5:30 p.m.

Respectfully submitted,



Emelie Eaton
Budget and Finance Chair

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

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 28, 2019**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:31 p.m. on May 28, 2019.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Nick Altonaga, City Planner
Bethany Langve, Clerk/Treasurer
Stan Langve, Police Chief
Kurt Markegard, Public Works Director
Carl Jackson, KLJ
Jessica McCartney, 303 Union President

Public Input:

There were none.

General Items:

There were none.

Executive Review:

1. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project. Kurt Markegard, Public Works Director, spoke to the damage this past winter caused to our streets. Areas have been barricaded. Crews have been out this spring to repair the areas. However, there are too many areas that need to be addressed for City crews to handle. This resolution is for KLJ to prepare bid specs to have a contractor come in and help get these areas repaired. The engineers estimate approximately \$400k in damages. This Task Order went before the Public Works Committee this past week.

It was questioned how many of the streets are scheduled for replacement. It was clarified that last year the City replaced two blocks of W. 4th Street and half a block of W. 2nd Street. City crews did some of the work themselves and had the contractor pave the site.

It was further questioned if the City is replacing entire blocks of streets, if so what is the biggest bang for the buck. It was clarified that this work is to get the streets back in a safe condition. These streets are repairable. There is not enough in the budget to do a full street repair. The City can do the large project and repairs this year. It was further clarified that once bids come in Council can choose to accept the bid. The Contractor doing E. 6th Street is interested in this project as well while they are in town. Can only move forward if this project goes out to bid.

The Public Works Director gave a brief overview of the history of street paving in the City. The City first installed curb and gutter, leaving the streets dirt. The roads were oiled yearly to reduce the dust. If residents wanted their street paved, a SID was created. They started by paving the driving lane and left the parking lane. They laid less than an inch of asphalt on top of the dirt for budgetary reasons. The load of the road is carried by the gravel underneath the asphalt. Asphalt is considered "plastic" and has a tendency to bend and mold to the substructure beneath it. When the City is doing a big project, the roads are being built with the correct substructure to withstand the load. Laurel is not the only community to suffer from frost heave damage. Many surrounding communities are facing the same issues. Many had their water lines or service lines freeze this past winter. The City only had one service line freeze.

2. Resolution: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.

Kurt Markegard, Public Works Director, stated KLJ was hired to do the design work on E. 6th Street. Then they were tasked with doing the bid process. This is an amendment for KLJ to do onsite construction administration. They will be doing the as-builts for the water lines and be the Residential Project Representative (RPR) for this project. This will be the last expected task order coming from KLJ on this project.

It was stated that there would be accommodations to address the traffic for the 4th of July festivities. There is also a class reunion the following Saturday that will be accommodated for as well. This group understands that parking will be limited. The contractor will be excavating, building, filling daily, with the goal to not leave an open trench. They will be working from Wyoming towards 1st Avenue. This project should be completed before the start of the school year in August.

3. Resolution: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project.

Carl Jackson, KLJ, stated they began work on this project last fall. All preliminary work has been completed. This amendment to the task order is to begin the design work. The project area is Washing to Ohio; Main to E. 1st Street. The design work will include water, wastewater, stormwater, sidewalks, paving, etc. The design will include a two-phase approach. Phase one should be able to be completed this fall.

Nick Altonaga, City Planner, stated that he had toured the area recently. He has reviewed the scope of work and the budget with the Clerk/Treasurer and agreed that this area was in need of

improvements. Two of the main reasons the TIF District was established was for drainage and streetscape improvements. This is a perfect area to use these funds.

Mayor Nelson stated three of the worst streets within the TIF District are included in this project. Looking at ways to increase parking for the businesses in this area. This project stemmed from complaints on Washington where water was pooling because of improper drainage.

It was questioned if the streets in this area were included in the previous task order addressing street repairs from this past winter. It was clarified that none of the streets included in this project area are part of the previous task order.

It was clarified that the TIF District would be expired in under three years. The State allows for the TIF District to bond a project to extend the district another 25 years. The TIF District is a great service for the businesses within the district.

It was questioned if this project would be going on at the same time as the E. 6th Street project. It was clarified that yes, this project would be going on at the same time. There are two phases to this project. Phase One will be this fall, while Phase Two will be the following spring. It was clarified that other projects had been brought forward over the years within the TIF District. The Gateway project is one of those projects, it was brought forward and paid for by LURA. That is a State route and requires State approval. This project is the perfect size for the TIF District while still allowing the grant program to continue.

This winter there was a water break at Ohio and E. Main Street. Staff found many different types of pipes and many varieties of valves. One had a valve you would place in the home, it had a valve riser, but crews would have had to dig down and turn it with a pipe wrench. There are some 2in waterlines in this area. Fire hydrants need a 6in line to maintain proper pressure. The infrastructure in this area is old and in need of repairs. Crews have used the new sewer camera to look at the existing infrastructure and found some areas that need to be rehabbed. Started discussing the needs in this area in 2015.

Chad Page, 701 E. Main Street – Pelican Café, asked if the roads will be closed during this time.

It was clarified that efforts would be made to minimize the impacts to the businesses in this area. Other businesses in the area have expressed their support of this project as well. This project will address parking for a variety of businesses and install ADA sidewalks. They are looking at options for crosswalks in this area as well, as the streets don't line up to at typically intersections.

It was questioned if Phase One will be infrastructure with Phase Two being paving. It was further questioned if these streets will be gravel between the end of Phase One and the beginning of Phase Two. It was clarified that Washington, Idaho, and Ohio would be the focus of Phase One, with E. 1st Street being the focus of Phase Two. Paving will be completed weather dependent.

4. Resolution: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund (Public Hearing 6.4.2019)

Mayor Nelson reminded Council that this SID is attached to the E. 6th Street project.

Bethany Langve, Clerk/Treasurer, stated that the Council passed the resolution of intent; this is the resolution to actually create the district. Currently, the Clerk/Treasurer has not received any protests. Letters have been sent out, including to ourselves. The next step in this process will be to sell the bond; they can begin on the sidewalks. The sidewalks will be ADA compliant. The Clerk/Treasurer recently spoke with the Superintendent of the School District. The School District is very excited about the completion of this project.

5. Resolution: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency. Council pulled this item from the last Workshop; there were questions on the affordability of the cap increase.

Bethany Langve, Clerk/Treasurer, clarified the question posed by Council at the previous Workshop. Council had questioned how raising the cap on the Large Grant program would affect the TIF Districts ability to repay their debt service once the bond is sold. The Clerk/Treasurer reached out to the Bond Counsel for further clarification. TIFs have different bonding capacities. They are viewed more like an enterprise fund. Currently, the revenue is over \$600k per year. Their cash balance is \$1.6 mil. When the bond is sold, the purchaser looks at how much the TIF can repay on their debt service. The purchaser prefers to see the ability to pay 130%-140% of the repayment amount. The rough estimates are that this project will be total approximately \$4.6mil. The \$1.5mil in reserves will be used, leaving approximately \$3mil to finance. With this calculation, the payments would be approximately \$210k per year. With the 30-40% buffer bring the debt service payments to \$295k. The TIF District is bringing in approximately \$700k per year; last years was \$708k. The financial recommendation would be to not increase to \$225k until after the bond has sold. Increasing their limit by \$50k is a more reasonable option and revisit after the bond is sold. The interest rate is unknown at this time and will affect their yearly repayment amount. It is Council's responsibility to keep the TIF District financially sound.

It was questioned how much was spent across all the grant programs last year. Last year they awarded \$26,511.31 for Technical Assistance grants; \$109,222.19 for Large/Façade grants. This year they have spent \$24,978.75 in Technical Assistance grants and \$106,150.38 in Large/Façade grants.

It was questioned if the budget is \$629k or \$708k. It was clarified that the budget is \$705k, part of the revenue source is from HB124. This is an entitlement share which started in 2001. The State collects taxes and redistributed them go from there. Each legislative session, this revenue source has been attacked. In 2016 and 2018 the money the City received had been reduced. This revenue source has been left out of this equation as it is not a safe source of revenue for the TIF or the City. When the Mayor asked for the budget, it was budgeted off the worst-case scenario. The Planner is looking to see if the cap is raised can they be retroactively awarded more funds.

It was questioned if the TIF District has \$629k in tax revenue and \$1.6 mil in cash balance. It was further questioned if LURA could spend the money in their reserves. It was clarified that they could not because they have only gotten approval from Council to award up to \$100k each fiscal year. It was further questioned if the \$1.5 mil is the down payment for the East end project. It was clarified that was correct; then the bond will be sold for the TIF.

It was questioned if the \$1.5 mil down payment would be wiping out their reserves. It was clarified that was correct. This Council Member was against raising the cap on the Large Grant program to \$225k. They stated they wanted more cushion to be available. It was questioned when the Council would determine that amount. The Mayor clarified they could sort that out tonight or at next weeks Council meeting. The district should increase over time; this project will allow the district to continue for 25 more years. The cap on the Large Grant program can be increased in the years to come.

It was questioned if the TIF could be expanded to the west for that development. It was clarified that once the boundaries are drawn on a TIF District, they are the boundaries for the life of the district. The boundaries need to take in mind future use within the district. The TIF can assist in building a Fire Hall, for example. Development on the west end would be a different TIF.

A Council Member stated that if the money is not there, then LURA cannot spend it. Council has oversight to approve the funds. There were concerns about allowing applicants to think these funds are available, then told the pot was reduced. A weighted percentage is applied to the applicant requests.

It was questioned how much funding was applied for last year. Last year the requests were just under \$500k. LURA was able to award \$100k.

It was questioned if a \$50k increase would be the best option for now. The Clerk/Treasurer stated that from a fiscal standpoint, the TIF could not pull revenue from anywhere else. Not comfortable with raising the limit to \$225k, agreed that a \$50k increase would be a start and that this cap can increase in the future.

It was questioned if the LURA Board is required to give out the full amount. It was clarified that they are not required to give out the full amount. LURA reviews and makes a recommendation to the Council. Each year they have recommended the entire amount. By bonding this project, it will extend the district for another 25 years. The district can continue to support the businesses within it.

It was further clarified that interest rates are really wonky right now. It is not clear what interest rate the District will receive when selling this bond.

It was questioned what happens if the district goes in the negative. It was clarified that there would be no spending out of this fund except for debt services payments and payroll. All other expenditures would cease.

A Council Member stated that it looks terrible to say that \$225k is available and then change the size of the pot of money to be distributed. This Council Member was more comfortable with a cap of \$150k. The last increase was by \$25k; this would double the last increase. This amount would also give enough cushion until the interest rate is known. Then re-evaluate after the bond is sold to see if the cap can be increased.

It was questioned how long it will be until it is known what the debt service will be. It was clarified that this project needs to go out to bid, Council needs to approve the bid and award the project. The bidding will be done in two phases; the final figure will be after the second phase is bid. This will be approximately six to nine months from now. The Clerk/Treasurer reiterated that she was comfortable with the \$50k increase to the cap. The City works with Yellowstone Bank on many things; they have been great to work within the past. It is unknown if the bond will be sold to them.

Chad Page, 701 E. Main Street – Pelican Café, questioned how much funding had been applied for this year and is it comparable to what was applied for last year. It was clarified that approximately \$225k had been requested this year.

It was stated that there is a fine balancing act between the grant programs and infrastructure. It is visible that those funds are being used within the district. The TIF may accrue enough funds to do another small project in the future.

It was questioned if there is no bondable project and the TIF expires where do the funds go. It was clarified that the funds go back to the taxing jurisdictions, such as the school. It was further questioned what other entities would these funds go back to. The Clerk/Treasurer stated she knew the school off the top of her head and would need to look up the others. The Mayor has the authority at the end of the fiscal year to send any unused funds back to the tax jurisdictions. The reserve has been building to do a large project. This is a great project for these funds.

It was questioned what the possibility would be for those streets to be repaired if not through the TIF. It was clarified that they are a lot of streets that need work. This is an opportunity to take of those without needing to use the General Fund.

It was clarified that the Council could not come to a decision on the amount this evening. They will need to amend the current resolution to the dollar amount they feel comfortable at next weeks Council meeting.

6. Resolution: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

Bethany Langve, Clerk/Treasurer, stated that the Collective Bargaining Agreement (CBA) trumps the Wage and Hour as well as the Personnel Policy. During negotiations, there was the addition of the 2-2-3 schedule. There was some missing verbiage that needed to be clarified for both the City and the Union. First, 2-2-3 schedule needed to be excluded from a standard work week. Second, it needed to state that overtime would be paid for any hour over 80 hours. The

Officers are giving up shift differential for the overtime. Wage and Hours state that Officers work a 14-day work week with overtime starting at hour 86. The CBA trumps Wage and Hour.

It was questioned what Officers are currently working. It was clarified that they are working a 6-3 rotation. Dispatch will not be on the 2-2-3 schedule. The Police Department has not tried the new schedule. This MOU needed to be in place before trying the new schedule.

Council Issues

7. Handicap Parking Lot Discussion

At the last Council meeting, Mr. Koch asked that Council Member Eaton assist him in resolving the problem with the handicap parking lot near the stadium. Council Member Eaton stopped by that lot this week and took a photo, see attached. The request is to extend the parking lot 8 to 10 feet to assist in getting in and out of the parking lot. To add approximately 10 feet puts the parking lot up to the power pole and trees. Questioned if Staff felt the City could extend this parking lot and not have issues with the pole or trees, and the cost associated in doing so.

Kurt Markegard, Public Works Director, stated he looked into this today. He pulled the design standards, see attached Ordinance 918, regarding the parking lot size. Currently, there are 44 feet of asphalt that has been chip sealed and painted, which is the maximum size of the parking lot. The ordinance was passed in 1987 but is still in LMC. There are approximately 60 feet from the sidewalk to the pole/trees. The City could add 14-15 feet to this parking lot. There is a possibility that angled parking may work with the additional feet added. Staff can work on bring forward the costs associated with adding feet to this parking lot. The trees are in standing water. The roots need air to thrive. It is unknown the damage this past winter caused to the trees. The Public Works Director asked for more time to look into the options for this project.

It was questioned if the lot was left as it is currently could there be enforcement of no parking along the fence line. Another Council Member stated during this past weekends events he saw multiple cars parked along the fence, and everyone had a handicap placard. The no parking signs were clearly marked. It was clarified that the handicap spots needed to be close to the stadium. The school could have used the practice field but needed to keep that open for events such as the javelin. The Mayor and Superintendent at the time agreed to build the parking lot on an alkaline spot. The lot is for general public use. With the completion of the E. 6th Street project, additional parking will be available along the Southside of Thompson Park. In order to expand the handicap parking lot millings will need to be located. The power pole services the sprinkler system and scoreboard. This pole could possibly be moved. There is also the possibility that balls will go over the fence and damage a vehicle.

Council Member Eaton asked that an update be brought back to the last Workshop in June with a monthly update until this is resolved.

Stan Langve, Police Chief, stated there are parking issues around town. Over the weekend there were thousands of people in town for an event. Officers didn't write any tickets in that lot. The issue comes in parking lot enforcement.

It was questioned with no parking signs is that no enforceable. Does the State statute for handicap parking apply only to parking within the lines? That the perpendicular parking renders those spots unusable. The Police Chief stated when that lot was first put in, he spoke with the City Attorney on what types of tickets can be written in that lot. He was advised to use prohibitive parking. He gave an example at Walmart the Police Department can only enforce the handicap spots within their parking lot.

It was questioned if cars along the fence could be written a ticket. It was clarified that more warnings are written and that this is a rotating issue. As kids graduate from these sports, new ones come in. Their family members will rotate out accordingly. If the area is not a public right of way, then someone is managing that land. For example, the school is entrusted with the management of school property. They have the ability to ask for someone to be removed from that property. The Police Chief referred to this parking lot as "private." It is City-owned, but the City is entrusted with the management of that property. This is why the parks like the Kids Kingdom close down at dusk. This can make it difficult to enforce parking. It was further clarified that when land is subdivided, the final plat states the dedication of the roadway as "dedicated to the public forever." Another example given was that City parks close, but sidewalks do not.

Karl Dan Koch, 320 Colorado Avenue, thanked the Council for addressing this issue. Parents and Grandparents want to go watch their kids play. He doesn't want to have people hauled away. He stated more space is needed.

Mayor Nelson stated that this problem will be solved; parking is a problem for the City. But each will be tackled one at a time to continue moving forward.

It was requested that a specific deadline be established, such as 90 or 120 days for Staff to produce suggestions to resolve this issue, would also like to know what kind of new problems the solution will create. It was clarified that a solution will be brought forward to Park Board and that there are funds for this project.

A Council Member stated that previously the Police Chief had mentioned that ordinances needed to be tweaked. He asked what ordinances needed to be tweaked and what those changes should be. It was clarified that Parking and Barking and the hot button issues, that those ordinances should be addressed first and need to be compliant with MCA.

The Mayor reminded Council that this is a small community with a small staff. Boards, Commissions, and Committees need to assist in the review process. Need to start small and then move to the next one.

Other Items:

There were none.

Review of Draft Council Agendas:

Review Draft Council Agenda, June 4, 2019.

There were no changes.

Attendance at Upcoming Council Meeting:

Council Member Sparks will not be in attendance at next week's Council meeting.

Announcements:

There were none.

The council workshop adjourned at 9:05 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.



ORDINANCE NO. 918

AMENDING SECTION 17.76.010 OF THE LAUREL MUNICIPAL
CODE, OFF-STREET PARKING REQUIREMENTS AND REQUIRED
DIMENSIONS OF OFF-STREET PARKING SPACES

IT IS HEREBY ORDAINED by the City Council of the City
of Laurel, Montana, that Section 17.76.010 of the Laurel
Municipal Code is hereby amended to read as follows:

Section 17.76.010. Off-Street Parking.

- A. [No Change]
- B. [No Change]
- C. [No Change]
- D. [No Change]
- E. [No Change]
- F. [No Change]
- G. [No Change]

H. Off-Street Parking. Except as provided elsewhere in this section, no application for a building permit or certificate of occupancy in any zone shall be approved unless there is included with the plan for such building, improvement or use, a site plan showing the required open space designated as being reserved for off-street parking incident to such building, improvement or use, in accordance with this section. No certificate of occupancy shall be issued until the required off-street parking spaces have been provided. Each required off-street parking space should be of an area at least 10 feet wide and 20 feet long, not including the required ingress and egress approaches and driveways also required by this code. However, at a minimum, each off-street parking space shall conform to the size and layout standards set forth in the attached "Table of Parking Dimensions in Feet", now mentioned and incorporated herein. Off-street parking on the street side of properties shall be paved with an all-weatherproof surface

of concrete or asphalt. Off-street parking on the alley side of properties shall also be paved with an all-weatherproof surface material unless the City Street and Alley Committee and the building official gives approval in writing of a different surfacing material. The number of off-street parking spaces shall be provided according to the following minimum requirements:

Items (1) through (15), inclusive, [No Change]

- I. [No Change]
- J. [No Change]
- K. [No Change]
- L. [No Change]
- M. [No Change]
- N. [No Change]

This ordinance shall be effective Thirty (30) days after final passage and approval.

Introduced and passed on first reading at a regular meeting of the City Council on June 16, 1987 by Alderman Dickerson.

PASSED and ADOPTED by the Laurel City Council on second reading this 7th day of July, 1987.

APPROVED by the Mayor this 7th day of July, 1987.

ATTEST:


Robert Gauthier, Mayor


Donald L. Hackmann, City Clerk

Approved as to form:

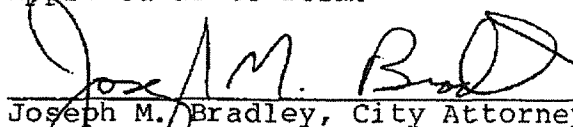

Joseph M. Bradley, City Attorney

Table of Parking Dimensions in Feet

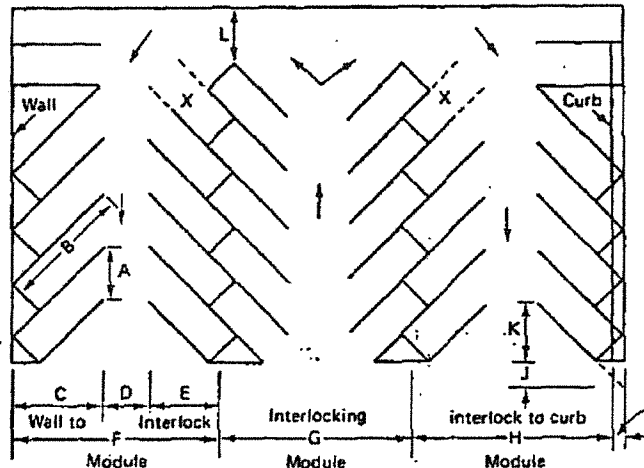
Parking Angle	Stall Width Parallel to Aisle	Stall Depth to Wall	Stall Depth to Interlock	Aisle* Width	Modules†	
					Wall to Wall	Interlock to Interlock
45°						
9.0-ft stall	12.7	17.5	15.3	12	47	43
9.5-ft stall	13.4	17.5	15.3	11	46	42
60°						
9.0-ft stall	10.4	19.0	17.5	16	54	51
9.5-ft stall	11.0	19.0	17.5	15	43	50
75°						
9.0-ft stall	9.3	19.5	18.8	23	62	61
9.5-ft stall	9.8	19.5	18.8	22	61	60
90°‡						
9.0-ft stall	9.0	18.5	18.5	26	63	63
9.5-ft stall	9.5	18.5	18.5	25	62	62

*Measured between ends of stall lines.

†Rounded to nearest ft.

‡For back-in parking, aisle width may be reduced 4.0 ft.

Note: These dimensions are for 18.5-ft length stalls, measured parallel to the vehicle and are based on results of a special study to evaluate the effects of varied aisle and stall width for the different parking angles shown. The study was conducted in December 1970 by the Federal Highway Administration and Paul C. Box and Associates.



X = Stall not accessible in certain layouts

Parking layout dimensions (in ft) for 9-ft stalls at various angles

Dimension	On diagram	Angle			
		45°	60°	75°	90°
Stall width, parallel to aisle	A	12.7	10.4	9.3	9.0
Stall length of line	B	25.0	22.0	20.0	18.5
Stall depth to wall	C	17.5	19.0	19.5	18.5
Aisle width between stall lines	D	12.0	16.0	23.0	26.0
Stall depth, interlock	E	15.3	17.5	18.8	18.5
Module, wall to interlock	F	44.8	52.5	61.3	63.0
Module, interlocking	G	42.6	51.0	61.0	63.0
Module, interlock to curb face	H	42.8	50.2	58.8	60.5
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.3	2.7	0.5	0.0
Setback	K	11.0	8.3	5.0	0.0
Cross aisle, one-way	L	14.0	14.0	14.0	14.0
Cross aisle, two-way	-	24.0	24.0	24.0	24.0

Source: Parking Principles, Highway Research Board, Special Report N. 125, 1971, p. 99.

**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, APRIL 29, 2019**

An Emergency Services Committee Meeting was held in the Council Chambers and called to order by Committee Chair Bruce McGee at 5:00 p.m. on April 29, 2019.

COMMITTEE MEMBERS PRESENT:

<input checked="" type="checkbox"/> Bruce McGee, Chair	<input type="checkbox"/> Richard Klose
<input checked="" type="checkbox"/> Irv Wilke	<input checked="" type="checkbox"/> Bill Mountsier
<input type="checkbox"/> Pat Kimmet	<input checked="" type="checkbox"/> Taryn Massa
<input type="checkbox"/> Richard Dawes	

OTHERS PRESENT:

Brent Peters, Fire Chief

Public Input:

There were none.

General Items

1. Review and approve the minutes of the February 25, 2019, Emergency Services meeting Motion by Council Member Wilke to Approve the minutes of February 25, 2019, seconded by Council Member Mountsier. A vote was taken on the motion. All four committee members present voted aye. Motion carried 4-0.

New Business

2. Update from Chief Langve
Chief Langve was unable to attend tonight's meeting. No update.

3. Update from Chief Peters
Chief Peters reminded the Committee that it is wildland season. That season will run from now until approximately October. Chief Peters recently attended the Yellowstone County Fire Council. There will be severity staffing again this year. It allows firefighters to staff the station for 8 to 12 hours and respond to any wildland calls that come in. If there is a call in our service area, approximately 7 other trucks will be responding. If Laurel is called to another area, they will respond in the DNRC truck. The State pays for the fuel and maintenance on the truck as well as the staffing. DNRC use to hire a hotshot crew and took the funds from that and offered it to the local Fire Departments. DNRC responds to any large wildland fires. They stage two helicopters and two bombers at the airport to assist in fighting wildland fires.

3. Safety Mill Levy Discussion
Chairperson McGee visited with dispatchers and EMT's regarding Ambulance response. Was present the last time the City tried to pass a safety levy. Would like to explore the option of a safety levy, possibly focusing on the Ambulance Service. The Mayor asked that the Emergency Services Committee discuss moving forward with a safety levy. Chairperson McGee needs to know if this Committee is willing to sacrifice the time to move this levy forward. Last time the City sought to have a safety levy, there was no momentum behind the initiative. Members of the Committee expressed their interest in promoting this levy. When the City tried to do a mill levy to build a new

Fire Hall, it was up against the stadium. At the time the residents found more value in the stadium than building a new Fire Hall. In the event of an emergency, these things become important.

It was questioned if an ambulance is present at events held at the stadium. It was stated correct. It was further questioned what happens if an ambulance is unavailable for an event held at the stadium. It was stated that it had not been an issue.

It was stated when this Committee Member had first moved here; they had heard some negative things about the Fire Department in relation to community relations. It was questioned if those community relations have been addressed. It was clarified that there had been rules and regulations imposed since that time. The Fire Department has worked hard to establish and maintain working relationships with departments providing mutual aid.

In order to gain momentum for a safety mill levy in November 2020, it will take fundraising opportunities, signage, and this Committee bringing attention to this matter. Chairperson McGee will need to do some leg work on this item in establishing the funding needed, and what will be done with the funding. Chairperson McGee also stated that it is known what the School is doing for November 2019 and that it may be better than waiting until November 2020. This would require a kickoff this summer, possibly before Safety Day in June. The Committee expressed the need to know the figures surrounding this levy as resident's want to know what it is going to cost them and the statistics of the call volume.

There was discussion regarding non-payment of services and how this can affect the Ambulance Service. Council did recently by switching to a new collections agency.

Old Business

5. Update from Chief Langve on parking issues
Chief Langve was unable to attend. The agenda item has been tabled.

6. Update from Chief Peters on the Ambulance response
Chief Peters presented the committee on February and March data for both Ambulance and Fire, see attached. Seeing a lapse in missed calls on the Ambulance side. Chief Peters noted that the number of missed calls in getting worse.

The Ambulance Service is losing staffing. The person who was coming the most hours took a position with AMR and has cut down their availability.

Currently exploring all options to address these issues.

It was questioned how many open slots are on the Ambulance Service. It was clarified that there are 17 slots open currently.

Chief Peters stated that recently a few members were hired on as Ambulance Drivers. They are just graduating the EMT course they will be transitioning to EMT's. The call volume is not going down. Approximately 75% of calls are non-emergent calls. Nobody can be denied care. Recently there was a Community Healthcare, Senate Bill 78. This bill allows for someone to have their blood sugar checked, or blood pressure checked and be advised to go to the hospital, but not enter the emergency care system. Such as a diabetic with low blood sugar, currently, even if they only needed a glass of

orange juice to bring their blood sugar back up, they would need to be transported to the hospital. Hoping the new legislation will assist in these types of calls. Mutual aid services are also struggling with keeping up with the call volume.

The first idea to address these issues is a contract with AMR. They have been requested to propose two different plans, BLS and ALS. The City of Laurel currently runs a BLS service. The ALS would have a paramedic here 24/7. ALS service is approximately \$600,000 per year while BLS service is approximately \$300,000 per year. Also, looking into the option of hiring staff and doing it on our own. Both options will take money to run these programs. The Ambulance Service has lost four very good EMT's in the past few months.

Chief Peters also addressed the issues surrounding combining Ambulance and Fire. Three years ago Ambulance and Fire combined at the direction of the former Mayor, former CAO, and City Attorney. However, this merger was not done via resolution. The current Mayor is questioning the validity of this merger. He is working with the Mayor to clarify as to not disrupt the organization. Both departments have come a long way in the past three years. They have gone from a non-existent relationship to the family. There were 16 areas that needed to be addressed with the Ambulance Service. Currently, have resolved 15 out of 16, the final area is the response times.

It was questioned what solutions are available for funding. It was clarified that they had explored funding through the County. The City could look into EMS districts just like what fire has. But they will run into the same issue that fire has, that it's not enough for a full-time department. The legislation is moving through to allow contracting with other districts. Have also looked into grants. Many would fund for one year but not offer long term solutions.

It was questioned if a Safety Mill Levy would be an option. This is an option, however, in order for the community to see the value they need to see why the levy is needed in the first place. Residents find value when they are the one calling for an ambulance, and there isn't one to respond.

It was questioned if there are issues with funding does the City shut down the Ambulance Service. It was clarified that is always a possibility. It was clarified that no current Ambulance attendants live in the City of Laurel. When Chief Peters joined the Ambulance Service in 2000, all attendants were from Laurel. It was further clarified that EMT's staff the hall, whereas Fire responds when paged. Therefore, EMT's can live outside the City limits.

The proposal brought forward would be to fund one full-time crew while filling in the gaps with volunteers.

It was stated that education needs to be an intricate part of moving forward with a Safety Mill Levy.

It was questioned if there is cross-training between Ambulance and Fire. It was clarified that anyone interested in doing both could be cross-trained. It was further questioned if a Fire call comes in when staffing the Ambulance does that person respond to the fire call. It was clarified if fire personnel is staffing for Ambulance they stay with Ambulance. In the event, they are on a fire call, and an EMT is needed they will be pulled to respond as an EMT.

7. Volunteer group idea similar to the City of Billings volunteer patrol unit
Item has been tabled indefinitely.

Other Items

- Discussion regarding meeting with the School Board.

Chairperson McGee had tried to schedule a meeting with Emergency Services Committee members and the School board. This time had been turned over to the Mayor and former CAO. There is no update on this matter at this time.

Announcements

8. Next Emergency Services meeting will be held on May 27, 2019, at 6:00pm
The next meeting is on Memorial Day. The Committee can meet earlier in May or twice in June. The Committee moved their meeting to May 20th at 6:00 p.m.

Will have the numbers at the next meeting and will discuss further if this mill levy can move forward this year or next year.

It was questioned how those outside the City limits pay for Ambulance services. It was clarified that they are billed the same as those that live inside the City limits. However, mileage is calculated into their bill.

Motion by Council Member Mountsier to adjourn, seconded by Council Member Wilke. A vote was taken on the motion. All four committee members present voted aye. Motion carried 4-0.

The Emergency Services Committee adjourned at 7:13 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.



Laurel Fire/ EMS Report

Month
February



Fire

	Calls	Hours
Structure Fires	1	76
Wildland Fires		
MVA'S	5	47
Other Rescues		
Alarms	5	76
Public Assist		
Other calls	2	15
Total Calls	13	
Other Department Time		0
Public Service		0
Fire Prevention		0
Total Training		304
Total Maintenance		32
Total		550

EMS

	Calls	Hours
Total Paged	74	
Total Responded	63	137
Total Transported	38	
Total Fire Driver	24	
Total Hours Staffed		936
Total Calls Unstaffed		
Total Multi Calls		
ALS Intercept	4	
Paged for Standby		
Public Service		
Public Education		
Total Training Hours		8
Total Maint. Hours		8
Total		1089

Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire.

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches.

Other Rescues

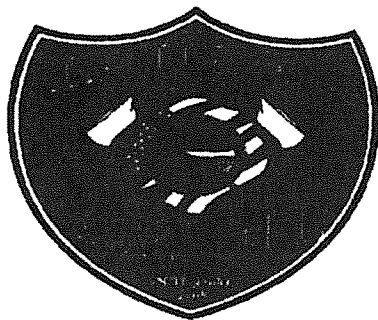
Rope Rescue, Water Rescue, Ice Rescue

Alarms

Any false alarms or malfunctions.

Other Calls

EMS assist, Industrial or Aircraft firefighting, Vehicle Fire, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.



Laurel Fire/ EMS Report

Month
March



Fire

	Calls	Hours
Structure Fires		
Wildland Fires	2	96
Extrications	4	63
Other Rescues	2	41
Alarms	10	99
Medical Assist	5	46
Other calls	11	196
Total Calls	34	
Other Department Time		0
Public Service		0
Fire Prevention		0
Total Training		264.5
Total Maintenance		45
Total		850.5

EMS

	Calls	Hours
Total Paged	83	
Total Responded	62	
Total Transported		
Total Fire Driver	24	
Total Hours Staffed		932
Total Calls Unstaffed	21	
Total Multi Calls	2	
ALS Intercept	8	
Paged for Standby		
Public Service		0
Public Education		0
Total Training Hours		6
Total Maint. Hours		1
Total		939

Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire.

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches.

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

Alarms

Any false alarms or malfunctions.

Other Calls

EMS assist, Industrial or Aircraft firefighting, Vehicle Fire, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.

Minutes
Public Works Committee
May 20, 2019 6:00 P.M.
Council Conference Room

Those present:

Matt Corcoran, KLJ-City Engineers
Kurt Markegard, Staff Advisor
Emelie Eaton, Chair
Karl Dan Koch
Marvin Carter
Bill Mountsier
Richard Herr
Heidi Sparks

The meeting started at 6:00. There was no public in attendance.

General items

1. Review and approve minutes of March 21, 2019 meeting. The minutes were reviewed. Richard Herr moved the minutes be approved as written. K. Dan Koch seconded.
2. Emergency Call Outs. There had only been five call outs since those reviewed at the March meeting. On March 19 the water at 2414 Lackawanna was shut off due to a leak. On March 22 the backwash pond at the Water Plant needed pumping out because the ice went out in the river. On March 24 the pump at the Water Treatment Plant was moved because they had filled the spot they were pumping to with mud. On April 18 the water was turned on at 2618 Topeka. On May 8 there was a sewer issue at 1220 Fourth Avenue which turned out to be a homeowner problem and not a City issue. There had been no after hours water breaks and issues that have arisen are being dealt with during the day for the most part.

New Business

3. Report on City wide cleanup

This item was on the agenda because Chairwoman Eaton had learned several constituents were misunderstanding the City's role in this cleanup effort. Public Works Director Markegard stated that as long as he has been an employee of the City there has been participation in a spring citywide cleanup. He stated it started with Jean Carrol Thompson and she coordinated with Bright and Beautiful. Then a few years back Vi Hills

began coordinating the event and worked with Laurel Churches and received some help from Bright and Beautiful. The Public Works Director then recited the amounts of garbage that had been taken in during the one day event which included 10 forty yard containers that had been filled and 32 tons of materials that were hauled to the Billings landfill. When it was expressed that certain citizens thought that the City was going to go up and down every alley picking up garbage left beside containers and emptying the garbage cans the Public Works Director stated that the City's participation is limited to the four employees who go down the alleys and pick up what has been requested to be picked up (people need to call in ahead of time and a work order needs to be completed), the organization of those work orders and the organization of the employees by staff; the payment of the cost to haul 32 tons of material to the Billings landfill; and the waiver of fees at the Laurel container site for City residents. Richard Herr stated that it is his recollection that in 2006 Vi Hills began organizing the clean up and coordinating with churches; that he has participated in cleanup efforts with his church and that individuals from churches also used to help haul away garbage left in alleys. Marv Carter stated that the effort was advertised on the bottom of the City water bill. Bill Mountsier stated that the assumption was that if advertisement is printed on a City document it is a City project; which does not help alleviate the confusion that was being discussed. K. Dan Koch stated that he had failed to call in a request to have a tree stump hauled off but had attached a note to which stated: "Please Take Me". He stated that indeed, someone had taken the note and left the stump. The Public Works Director stated that the church groups were painting curbs and cleaning up under the underpass as participation in a "Day of Caring". He stated that the City will be hosting the fall clean up where residents have the opportunity to put out bags of leaves, branches and mostly yard debris. He cautioned that various locations in Laurel have been experiencing an outbreak of bed bugs. He cautioned everyone to NOT handle other's mattresses, chairs or couches. These are to be picked up with a backhoe to protect individuals and limit the spread of the bugs.

4. Grain Silos

This item was on the agenda because Committee Chairwoman Eaton had heard various rumors already spreading about what the land was going to be used for. Public Works Director Markegard stated that the property next to Hardees where the grain elevators stood is still a part of the Sam McDonald estate. The estate had applied for an Asbestos Certified Demolition Permit as well as a Large Grant from the TIF District and that the time to use the Large Grant monies was expiring. He stated that First Mark was the contractor for the project, which only included tearing down

and hauling away the silos and building that were on the property. He stated the City has not received any documents for a new building; the property has not been sold; there will NOT be a round-about going in at the top of the underpass and there are approach permits that are being looked at for access onto the property. Several committee members stated the work was excellent and the site looked much better now. Bill Mountsier inquired about the age of the buildings. Both the Public Works Director and Emelie Eaton had done research on this topic and the brief summary is that the original wooden flour mill was built somewhere between 1903 and 1908. In *The Centennial*, written by Gay Easton and Emelie Eaton, there is a photograph of that flour mill in the far background of a picture taken from atop the water tower that used to be in what is now Thompson Park. In approximately 1935 that flour mill burned to the ground and the current metal and concrete buildings were put in its place on May 28, 1956 by Ken Hagemann.

5. Water and Sewer Maps and Design Standards for Public Works Infrastructure

Public Works Director Kurt Markegard introduced Matt Corcoran from KLJ, the City Engineering firm. Kurt stated that in 2003 an Intern was hired to gather infrastructure information. This information was then compiled in 2008 by Great West Engineering and are the maps that the City uses currently. Unfortunately, much of the information has not been updated and many times City crews will arrive on a job and have incorrect information regarding the size of the pipe they will be working on; whether the pipe is PVC or cast iron; and in some instances even the location of the pipe or whether the pipe actually exists have been wrong. It would save the City a lot in lost worktime to have the correct information for crews. Matt Corcoran stated that in Billings the information is all on-line and layers of information can be added or removed telling about information like pipe size all the way to distance from a STOP sign. The Public Works Director stated this is a project being planned for the next fiscal year which will not begin until July 1, 2019. Bill Mountsier stated he could certainly see how updated maps could save City crews time. The Public Works Director stated that crews have learned to show up to a job with parts they anticipate will be needed. However, recently they have not had correct information and have turned to former City employees, now retired for as long as 12 years, to rely on their knowledge. Heidi Sparks asked Matt Corcoran how long he thought it would take to compile computer friendly maps. Matt Corcoran replied that it would take approximately three months if all the information is correct. He stated that they have the data but need to update it with recent projects and what has been identified as incorrect. He stated that

the newer projects will provide better information. Heidi inquired what a GSI online subscription would cost. Matt Corcoran stated they cost between \$100 to \$500 depending on how many layers the City wants to add and that the software allows as many as five users online at any time. Both K. Dan Koch and Heidi Sparks inquired as to who would confirm the pipe size and verify its location. The Public Works Director relayed that he had recently discovered some lost paperwork which he thinks will help fill in much of the incorrect information. He stated that there are blueprints that fill in a 20 year gap of lost information about Special Improvement Districts. Chairwoman Eaton made a motion stating the Public Works Committee approves of and supports KLJ's proposal to gather all the information and maps now in existence from all the various sources and compiling it into an online format for use by City crews. Heidi Sparks seconded the motion. The motion was unanimously approved. The Public Works Director then moved the committee on to the second half of this agenda item. He produced the *Standards for Public Works Improvements for the City of Laurel, Montana* and the *Rules and Regulations Governing Utility Services and Streets*. The committee was well familiar with both of these publications after having been familiarized with them most recently when discussing an issue of xeriscaping on boulevards and what the City could or could not do to enforce perceived violations. The committee was well aware of the need to update both documents. Matt Corcoran stated that the time frame to update both documents would be approximately five months, if approved as a budget item. Thus, work would not begin until after July 1 and then a draft would have to be presented to Council and staff would also have a chance to have additional input. Heidi Sparks inquired about making homes retroactively have people conform to the new rules. The answer is that the City could not make someone redo their yard or boulevard but any new work done would have to conform to the new standards. Karl Dan Koch stated that this would help with the City wide problem of putting in culverts instead of drains. Richard Herr relayed that the culvert near his home has only increased over time and homes still get flooded. The Public Works Director relayed a story about a relatively new business that learned the importance of proper drainage. Heidi made a motion stating this committee fully supports and approves of KLJ's efforts to update both the *Standards for Public Works Improvements for the City of Laurel, Montana* and the *Rules and Regulations Governing Utility Services and Streets*. Chairwoman Emelie Eaton seconded the motion which was unanimously approved. Public Works Director Kurt Markegard stated that he sincerely appreciates that Matt Corcoran is working on behalf of the City and has the City's best interested in mind with these projects.

Old Business

6. Engineering Reports

The May 17, 2019 Project Progress Update Memorandum from Great West was supplied to all members and reviewed first.

A. The first item in that document is the "New Water Intake", which the Public Works Director stated was dealing with the wetland restoration. The memo states that Great West needs to supply the Army Corp of Engineers with additional information. The City needs to continue to monitor the length of the pipeline to make sure the grasses are continuing to grow. The City did purchase wetland grass seed for planting in bald spots.

B. The second item was "Water System Improvements". The Public Works Director stated that new plate settlers should arrive tomorrow, May 21, 2019. He stated that 70 degree temperatures are needed for the mastic to cure. Crews will be trained in June on the new equipment, how it functions and how to work with it. Kurt would like to have a tour of the new site on July 23rd for the entire committee as well as the full Council. Richard Herr questioned whether that meant that the new Sed Basins will be online and providing water to the refinery. The answer is that they are currently.

C. The third item was "Water System Improvements" which discusses lowering the 2003 intake and supplying raw water to the refinery. As was stated in the previous item discussion, raw water is currently being supplied to the refinery.

Kurt had supplied copies of KLJ's May 15, 2019 City of Laurel Project Status Update

WWTP Screw Press/Digester Rehabilitation

The Council will vote tomorrow, May 21, 2019, to approve Change Orders 1 & 2 which will pay for unanticipated extra work already performed. The Update states that the screw press is scheduled for shipment on May 16th and the Public Works Director stated that it should be in Laurel at any time.

H2S Remediation

Two rounds of samples were collected last summer. The area was monitored for H2S in April of this year. It is anticipated that with all the data received a solution should be agreed upon by late next month and the project should go out to bid by mid-July. When questioned about the suspected high H2S from BNSF the committee was told that, as per the previous discussion, the City's *Rules and Regulations Governing Utility Services and Streets* are out of date and there is no recourse the City has at this time. At present the City has to ask BNSF for permission to come on its property and take samples. If high readings continue to be present in these samples the City can only ask BNSF to help.

2018 Pavement Maintenance Project.

The Committee was referred to "Other Notes and Information" in reference to the frost heaves throughout the community. Current estimates are over \$415,000 to repair what has been identified.

East 6th Street

June 10 has been identified as a potential start date with a 60 day construction contract so the project will finish by the time school starts.

Richard Herr inquired as to whether there would be a driveway approach because the map of the project did not show one. The response was that there would be a driveway approach. Herr then inquired as to whether the millings from the current street couldn't be used to make repairs throughout town. The response was that millings from E. 6th Street are not going to be of good quality would not benefit another project.

LURA Infrastructure

The Public Works Director stated that he is going to request KLI change the name of this project as there is a lack of support from the TIFD committee but that the Mayor has instructed Staff that this project will move forward. Richard Herr stated that at the LURA meeting earlier today that committee chair stated that the taxes are paid by the businesses throughout the district and that they do not see why their tax money should be spent on three East End streets. The Public Works Director stated that the taxes are paid by everyone in the district, not just businesses and that the three streets in question are in the TIF District and will specifically help businesses with sidewalks, approaches and streets.

K. Dan Koch inquired as to timing. It was reiterated that the Mayor has stated this project will move forward and the SID is hoped to be created by late summer or early autumn.

Pavement Management Plan

This is in draft form and is being reviewed by Public Works Department.

2019 Pavement Maintenance

Work is expected to run through June, 2019.

On-Call Professional Services

Much of this information referenced handing projects over to the new City Planner, Nick Altonga.

Laurel Planning Services

Much of this information referenced handing projects over to the new City Planner, Nick Altonga, from New Hampshire, who has been hired as the City Planner. Nick has a degree in Planning. Richard Herr inquired whether Riverside Park would be open by Memorial Day. The Public Works Director stated that was his intention but since Memorial Day weekend is this weekend, he was not certain. He stated that this bathroom, up by the boat ramp, was the first of three bathrooms that are

planned for Riverside Park. All need to be above flood plain. The current flood plain is approximately 16 inches below the floor of the current bathroom. Richard Herr then inquired as to whether the current (old) bathroom could be used as a shelter to show off some of the historical signs in the park as it would only need to have one wall knocked out and currently has a flood light and lights inside. The Public Works Director stated this was the first he had heard of this idea. Mr. Herr stated it was the first time he had brought it up. Discussion followed revolving around the fact that most existing structures at Riverside Park would need to be raised at least two feet to be above flood plain level.

Other Notes and Information

Anticipated FY19 Projects

Items 1, (Repairing 2019 pavement damage) 2, (Review of development rules) and 3, (updating utility maps) had previously been discussed. Chairwoman Eaton drew the committee's attention to item 6 (West Railroad Street coordination) and the update from Mayor Nelson that was read at the previous week's Council workshop. The Public Works Director stated he had just received an email from Senator Jon Tester's office regarding TIGR grant and the BUILD Grant Program as possible sources of funding.

Other Items

Marvin Carter announced that he had been to Senator Tester's office recently and he was responsible for the email Public Works Director Markegard had received. He also stated that there is a boat parked on Durland Avenue that has not been in water for the last five years. It was explained that this was a Police Department issue, not a Public Works issue and that the Emergency Services meeting held in the next room had adjourned some 30 minutes ago. The Public Works Director then displayed his computer screen on the wall for all to see and sent an email to the Chief of Police so the entire committee could witness that he passed the information to the correct people.

7. Announcements

The next meeting will be on June 17th, 2019 at 6:00 p.m. in the Council Conference room.

The May 20, 2019 Public Works meeting was adjourned at 7:57 p.m.

Respectfully submitted,
Emelie Eaton
Public Works Chair

May 20, 2019

Public Works Emergency Call-outs since last meeting in March

3-19-19 Water shut off 2414 Lackawanna

3-22-19 Backwash Pond at the Water Plant needed pumping out

3-24-19 Move pump at WTP

4-18-19 Water Turn on at 2618 Topeka

5-8-19 Sewer issue 1220 4th Ave



MEMORANDUM

Date: May 17, 2019

To: Kurt Markegard, Public Works Director – City of Laurel

From: Chad E. Hanson, PE

Subject: Project Progress Update

The following sections summarize the current status and recent progress on active task orders under our "on-call" engineering contract with the City. Please let me know if you have any questions and/or would like more information.

Task Order No. 26 – New Water Intake

We submitted the additional documentation for the wetland restoration along the transmission main route requested by Robert Cole with the Army Corps of Engineers on the City's behalf. We met with Mayor Nelson, PWD Markegard, and Mr. Cole in our Helena office on March 28th to discuss Mr. Cole's review comments in response to the submittal and outlined necessary additional information that needs to be submitted. We are currently preparing a draft response to the Army Corps.

Task Order No. 29 – Phase 3 Water System Improvements

COP Construction continues making progress on the project. Both trains of the new plate settlers are currently on-line and providing temporary treatment of high turbidity water from the river caused by spring runoff. We have been providing on-site observation as applicable, holding weekly update meetings with the City, and conducting weekly construction progress meetings with the City and COP Construction. We have also continued to respond to requests for information (RFIs) from the Contractor and to review submittals as they are received.



Task Order No. 38 – Phase 4 Water System Improvements

No work has been performed since the Progress Update Memo dated July 10, 2018, which stated:

The Phase 4 Improvements include lowering the 2003 intake, adding an additional raw water pump at the WTP, and installing VFDs on all of the large raw water pumps. TSEP and DNRC grant applications for the project were submitted in the spring of 2016 but fell below the funding line. The City needs to complete the lowering of the 2003 intake to comply with the Army Corps permit for the new intake but is undecided on a schedule for the work.

We have done no work on the project and will not until so directed by the City.



City of Laurel Project Status Update
May 15, 2019



WWTP Screw Press (KLJ #1804-00120)

Project Manager: Travis Jones/Doug Whitney

Reason for Project: The City's WWTP does not currently have adequate sludge handling equipment, which has led to overfilling and backup of the drying beds, digesters, and various other WWTP components. Completion of this project will allow for improved operations and allow for maintenance of the digesters, which cannot be taken offline until this project is completed.

Project Scope: Design and construction of a new screw press to process WWTP sludge.

Milestones:

- Preconstruction meeting was held December 13th
- Notice to Proceed will be January 7, 2019 (150-day contract)

Current Status:

- Submittal process is underway.
 - Submittals are up to date
 - PWTech submittal received 2/11/19
- RFIs are up to date.
- Sludge dewatering is completed, and dewatering subcontractor has moved off site.
- Digester B has been drained and cleaned.
 - Repair work on digester B have been completed.
 - Change Order No. 2, for these repairs, has been presented to the Council.
 - Digester B has been returned to service.
 - Contractor has made a claim for additional pumping.
 - Change Order No. 1 for the undisputed amount has been presented to the Council. The disputed amount will be negotiated at a later date.
- Digester A has been drained and cleaned.
 - Contractor is preparing to sand blast interior.
 - Inspection and repairs will take place after sand blasting.
 - Recoating of the interior will take place after the repairs are completed.
 - Contractor has made a claim for additional pumping. This is currently under review.
- One sludge transfer pump has been removed.
 - Both transfer pumps are on site.
 - Installation of one of the pumps is underway.
 - A Work Directive for a replacement pressure sensor has been prepared.
- The housekeeping pad for the screw press has been installed.
 - The screw press is scheduled for shipment on May 16th.
- The sludge cake discharge line penetration through the wall has been completed.
- The frame work for the roll-off structure is underway.
- The yard piping has been installed and backfilling is underway.



City of Laurel Project Status Update
May 15, 2019



WWTP Digester Rehabilitation (included in the Screw Press project)

Project Manager: Travis Jones/Doug Whitney

Reason for Project: The City has not taken down the digesters for routine cleaning, inspection, and repairs for several years. This is due to inadequacy in the sludge handling equipment.

Project Scope: Complete the design and construction administration for the cleaning, inspection, and repairs of the existing digesters.

Milestones: (see WWTP Screw Press project)

Sanitary Sewer H₂S Remediation (KLJ #1804-00122)

Project Manager: Doug Whitney

Reason for Project: Buildup of H₂S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete the design and construction administration for the proposed air injection/diffuser system to address H₂S build-up within the system.

Milestones:

- Sewer sampling plan submitted to the City.
- Sewer samples collected on July 19th.
- Results of sewer sampling received on July 30th.
- Analyses of sampling and recommendations for a second round submitted on August 3rd.
- Second round of samples collected on August 14th.
- Second round of sampling results received on August 27th.
- Results of second round of sewer sampling received on Sept 25th.
- H₂S monitoring: April 2-19, 2019. Completed
- Recommendation from Manufacturer: Was planned for April 30, 2019
- Updated TM with cost estimate: May 17, 2019.
- 60% Plans and Specs: June 6, 2019
- 100% Plans and Specs: June 20, 2019
- Advertise for Bid: June 25, 2019
- Bid Opening: July 16, 2019
- Design of recommended improvements is anticipated for May 2019.

Current Status:

- City has requested that KLJ proceeds with improvement design independent of future sampling.



*City of Laurel Project Status Update
May 15, 2019*



2018 Pavement Maintenance (KLJ #1804-00123)

Project Manager: Carl Jackson

Reason for Project: This continues the City's annual pavement maintenance. As a result of significant freeze-thaw during the 2017-18 winter, several City streets have significant pavement damage.

Project Scope: The 2018 scope is hot mix asphalt for repaving West 4th Street (6th Ave. - 8th Ave.) and pothole repairs on West Railroad Street.

Milestones: Construction is complete. Striping was completed May 9-10.

Current Status: The project will be close-out soon.

East 6th Street Improvements (KLJ #1804-00121)

Project Manager: Carl Jackson

Reason for Project: Street reconstruction between 1st Ave. and Wyoming Ave. to address failed pavement, saturated subgrade conditions and surface runoff improvements. UPDATE: the scope recently changed to include new water main from Pennsylvania to Wyoming.

Project Scope:

- Grading, paving, parking, and drainage enhancements (minor water main in Wyoming)
- Special Improvement District (sidewalks, driveways), pending approval
- Safety improvements
- Water main from Pennsylvania to Wyoming, including the Wyoming intersection valves.

Milestones:

- Bidding – April/May 2019
- SID creation – May/June 2019
- Construction – completed before August 2019 start of school year

Current Status: Construction phase is about to begin, starting with the preconstruction meeting on May 21, 2019.



City of Laurel Project Status Update
May 15, 2019



LURA Infrastructure Improvements (KLJ #1804-01309)

Project Manager: Carl Jackson

Reason for Project: Reconstruction and rehabilitation of streets, utilities and various other infrastructure improvements including Washington Ave., Idaho Ave. and Ohio Ave. generally bound between E. Main Street and E. 1st Street, as well as E. 1st Street generally bound between Washington Ave. and Alder Ave.

Project Scope: Preliminary engineering, SID creation, design, bidding and construction.

Milestones:

- Survey & Geotechnical field work – complete
- SID creation – Summer/Fall 2019 (tentative)
- Design & Bidding – ongoing (Phase 1)
- Construction – Phase 1 will be a late-summer/early-fall construction project

Current Status: after meeting with the City leadership on May 3rd it was determined to phase the project. KLJ recommended a phasing plan to start with alley sanitary sewers and the north-south streets for phase 1.

Pavement Management Plan Update (KLJ #1804-01970)

Project Manager: Bryan Vanderloos

Reason for Project: Develop an updated pavement management plan (PMP) including MDT and City streets within the Laurel corporate limits. This will be used for prioritizing the City's annual pavement maintenance projects, along with satisfying MDT's requirement that the City update its PMP on a regular basis to be eligible for certain future State funding.

Project Scope: Conduct a field inventory by assessing paved streets utilizing the Pavement Surface Evaluation and Rating (PASER) methodology. A rating of 1-10 will be given to each road segment based on distresses such as cracks, ruts, potholes, etc. Known roads that have failed pavement sections and are in disrepair will not be evaluated, and simply given a poor rating.

Milestones:

- Final edits are complete, and the final draft was given to Kurt and Matt.
- Any final comments from the City are requested by May 28th.

Current Status: Once we have received final comments from the City, we will finalize the report.



City of Laurel Project Status Update
May 15, 2019



2019 Pavement Maintenance (KLJ #1904-00230)

Project Manager: Bryan Vanderloos

Reason for Project: This continues the City's annual pavement maintenance.

Project Scope: This year's project entails crack seal, chip seal, pavement markings, and other miscellaneous items on the following streets: South Washington Avenue; 5th Avenue from West Main Street to West 2nd Street; Cottonwood Avenue from East Main Street to the Ditch Crossing; East 8th Street from 1st Avenue to Pennsylvania Avenue; and Pennsylvania Avenue from East 8th Street to East Maryland Lane.

Milestones:

- Bidding – complete
- Construction – April-June 2019

Current Status: Crack sealing was completed April 17th. Contractor Application for Payment No.1 was submitted to the City. We are awaiting chip sealing in June.

On-Call Professional Services (KLJ #1804-00347)

Project Manager: Carl Jackson

Reason for Project: This contract would enable KLJ to provide consulting services that are not part of an approved task order. Generally, this would apply to situations where KLJ's fees are small enough that a separate task order is not necessary, or for time-sensitive matters.

Project Scope: Services may include engineering, surveying, planning or government relations.

Milestones: (as needed)

Current Status:

- During the 5/14 bi-weekly meeting KLJ was asked to evaluate funding options for the future West Railroad Street reconstruction project. We'll work with City leadership to agree on the planned approach to this, before proceeding.



City of Laurel Project Status Update
May 15, 2019



Laurel Planning Services (KLJ #1804-00554)

Project Manager: Forrest Sanderson

Reason for Project: KLJ has been retained to provide City of Laurel planning services during the interim period, while the new City Planner takes on all of the roles associated with the position.

Project Scope: Planning services may include: subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.

Milestones: (as needed)

Current Status:

Floodplain Management – Joint Application for improvements at Riverside Park will need to be completed and a Floodplain Development Permit issued. Post issuance routine inspections and certifications will need to be performed.

Subdivision Review – Subdivision Review has been transferred to the City Planner. KLJ Staff are available to assist as necessary.

Zoning – Zoning has been transferred to the City Planner. KLJ Staff are available to assist as necessary.

Riverside Park Campground (KLJ#1904-00634) – The project will be transferred to Mike Bender for design and management where Forrest has a regulatory role as City Floodplain Administrator. Forrest will remain as project liaison between City and Project Manager.

Planning – The Planning Documents of the City of Laurel either need to be updated to comply with statutory mandates or have been discussed for updates by Staff or appointed Boards. The Planning Documents include, but are not limited to:

- Growth Policy (Statutory)
- Subdivision Regulations (Statutory)
- Zoning Regulations (Optional)
- Capital Improvements Plan (Optional)



City of Laurel Project Status Update
May 15, 2019



Other Notes and Information

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet bi-weekly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

Anticipated FY19 Projects

1. Repairing 2019 pavement damage
 - a. Task order planned for June 4th approval
2. Review of development rules and regulations (related to public works and planning)
 - a. Task order planned for June 4th approval
3. Updating City utility maps and GIS
 - a. Task order planned for June 4th approval
 - b. City would like updated maps and to explore better uses of GIS information.
4. Booster station rehabilitation or replacement (task order forthcoming)
5. Capital Improvement Plan (CIP) assistance – pending further direction from the City.
6. West Railroad Street coordination
7. Water storage tank

Other Potential Future Projects

1. WWTP Archimedes Screw Rehabilitation
2. Examining engineer review of 3rd Party submittals to City
3. Lion's park grant application assistance
4. On-call government relations
5. West side groundwater remediation

LAUREL MONTANA

Yellowstone County



1 inch equals 1,000 feet
0 1,000 2,000

Legend

- Index Grid
- City Limits
- Primary Road
- Secondary Road
- Local Road
- Trail
- Pedestrian Trail
- Railroad
- Pipeline
- Power Transmission line
- Perennial Stream
- Intermittent Stream
- Perennial Canal
- Intermittent Canal

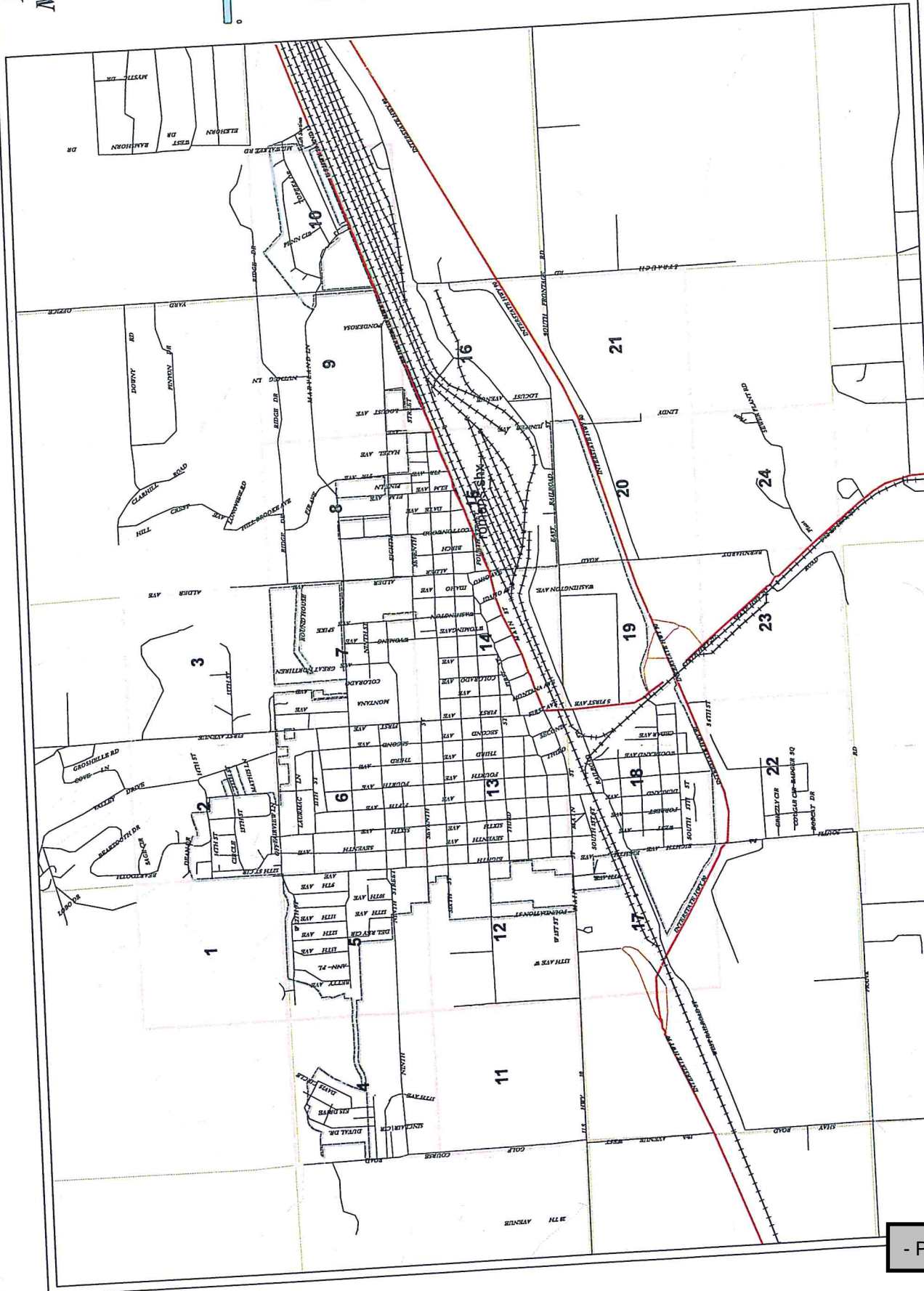
Montana Key Map



Map Book Prepared By:

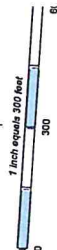


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LAUREL MONTANA

Yellowstone County
Towship 5S Range 94E
Section 5 QtrSec 4



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

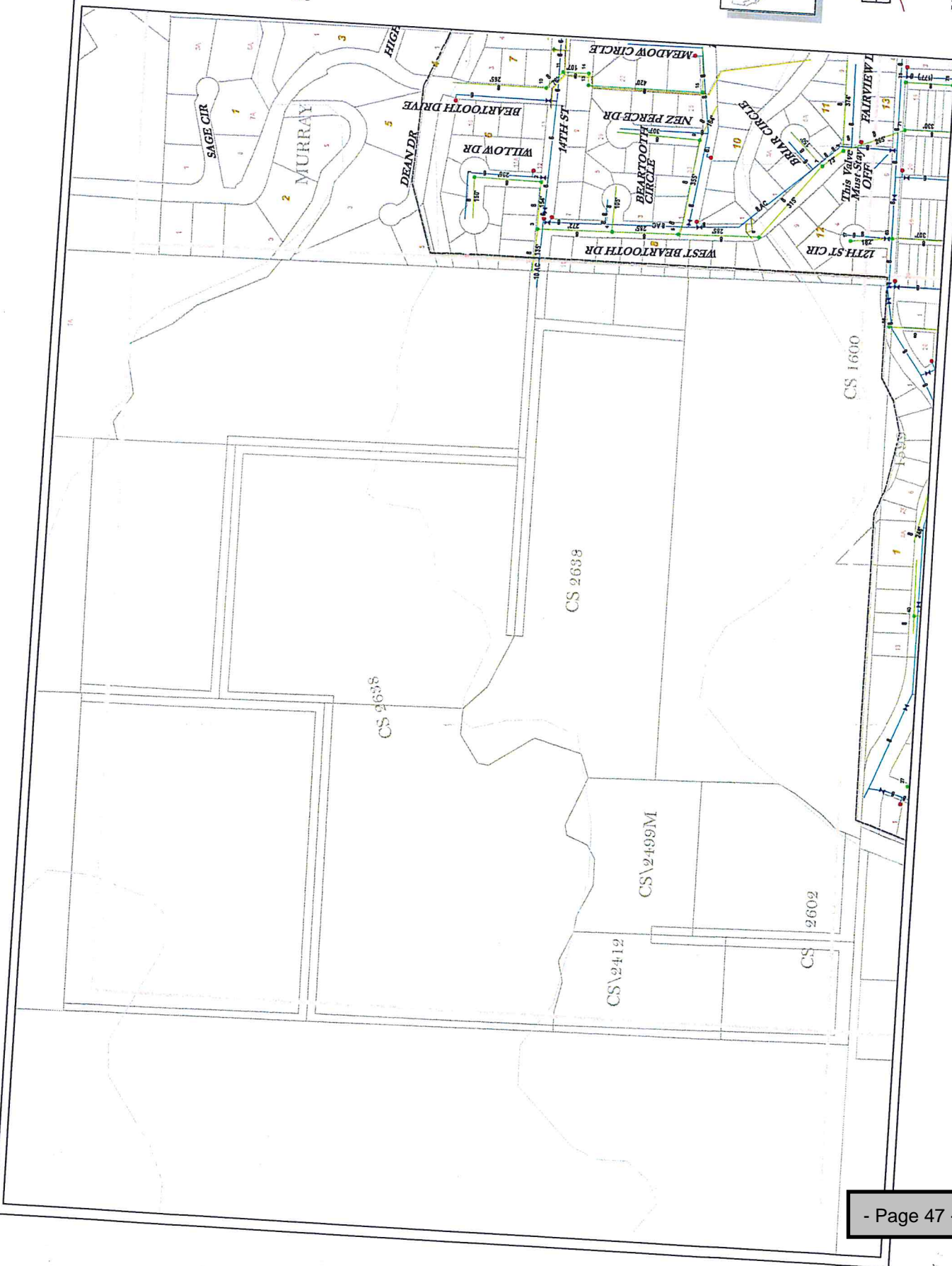


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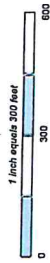
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LAUREL MONTANA

Yellowstone County
Township 2S Range 94E
Section 4 QtrSec 9



Legend

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- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

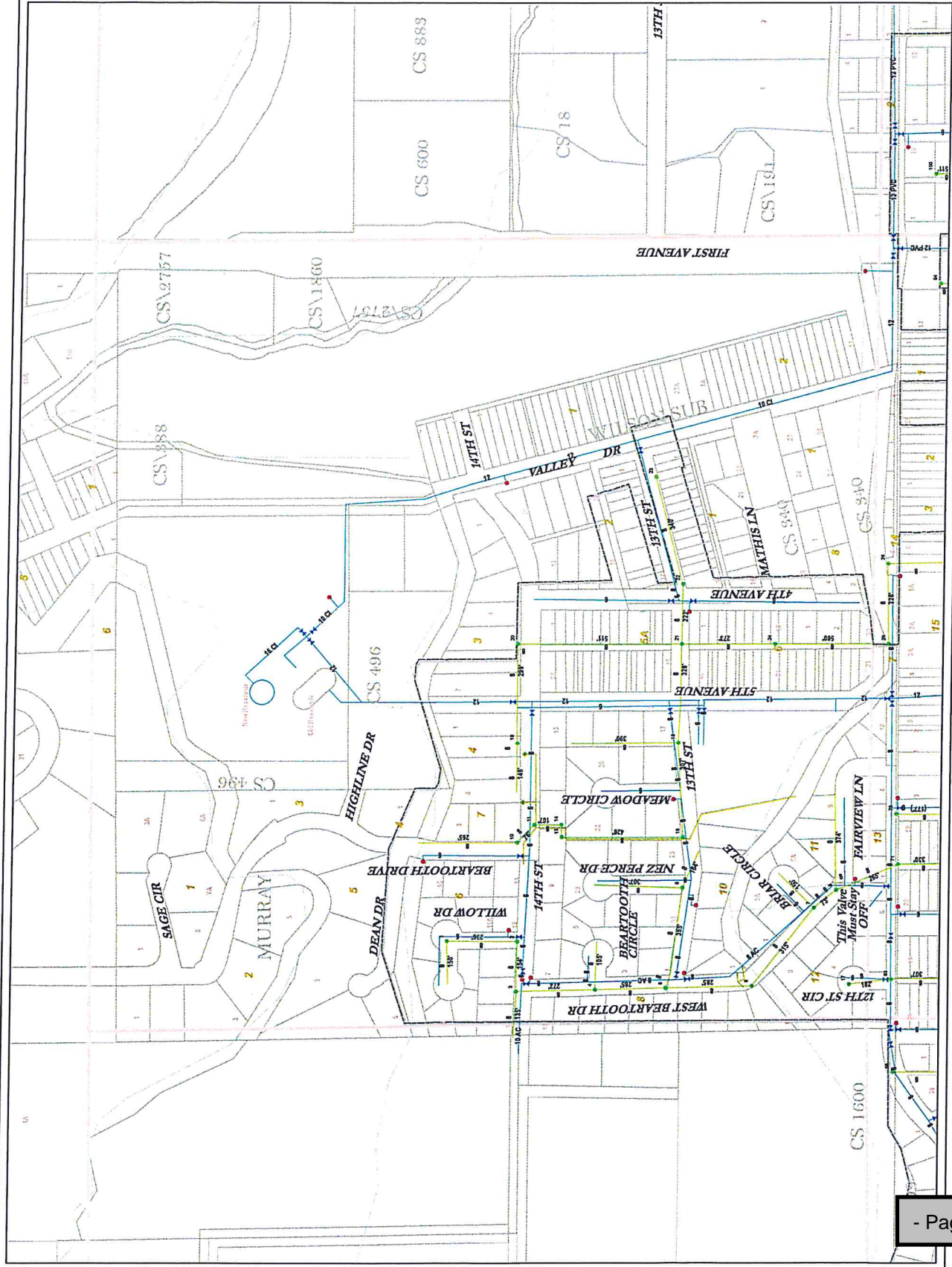


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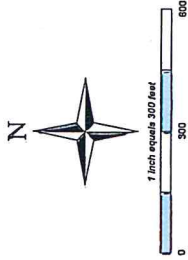
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LAUREL MONTANA

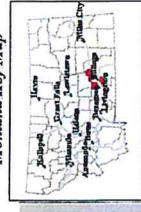
Yellowstone County
Township 35 Range 34E
Section 4 Grid 4



Legend

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- WaterLines
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- Lots & Blocks
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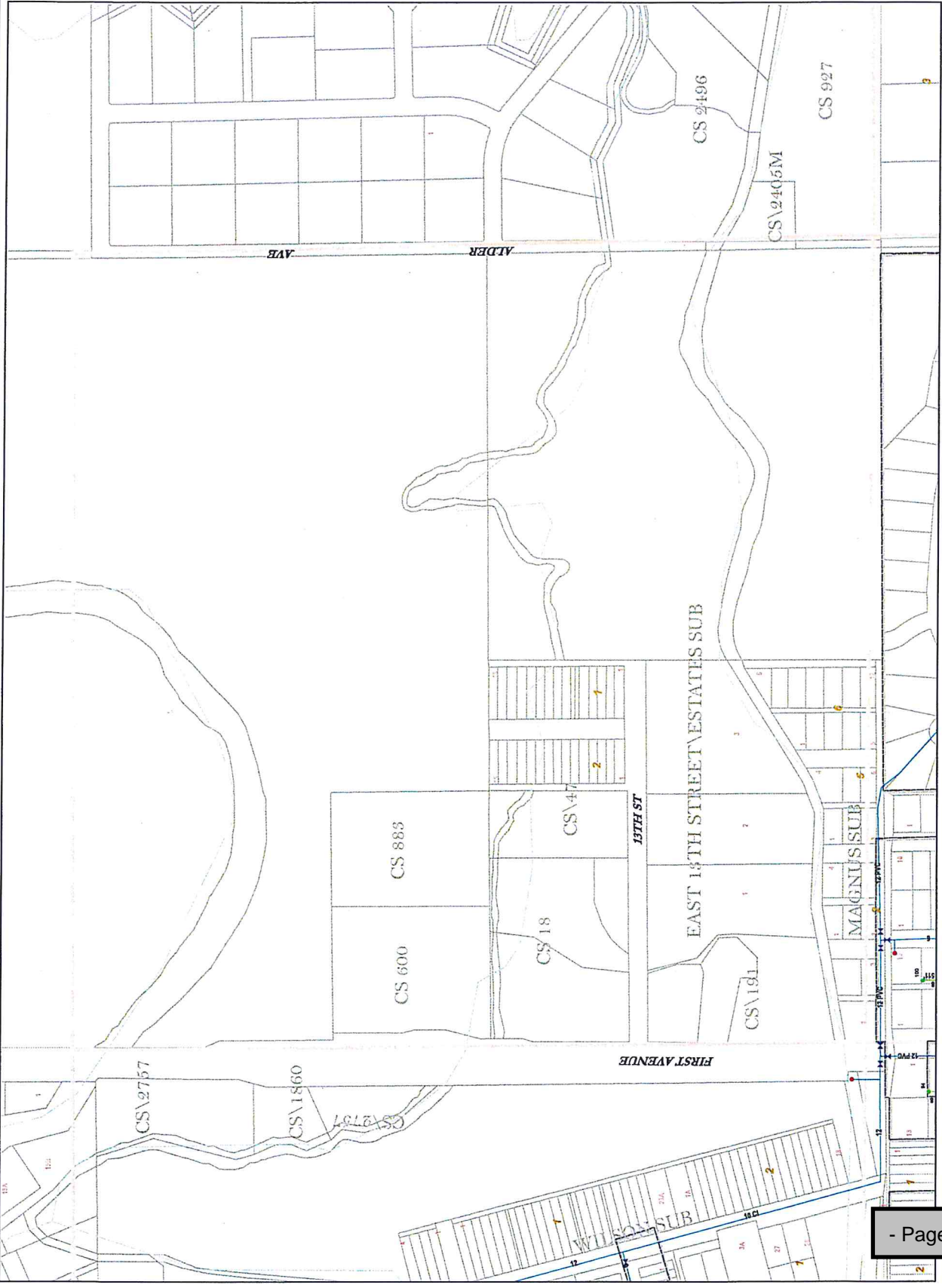
Montana Key Map



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**Yellowstone County
Township 2S Range 24E
Section 8 QtrSec 2**



- Sanitary Sewers
Storm Sewers
Water Lines
Creeks/Canals
Lots & Blocks
- Sanitary ManHoles
Storm ManHoles
Storm Inlet
Cap
Valve
Hydrant
Blow Off



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LAUREL MONTANA

Yellowstone County
Township 5S Range 64E
Section 8 Q106c1



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

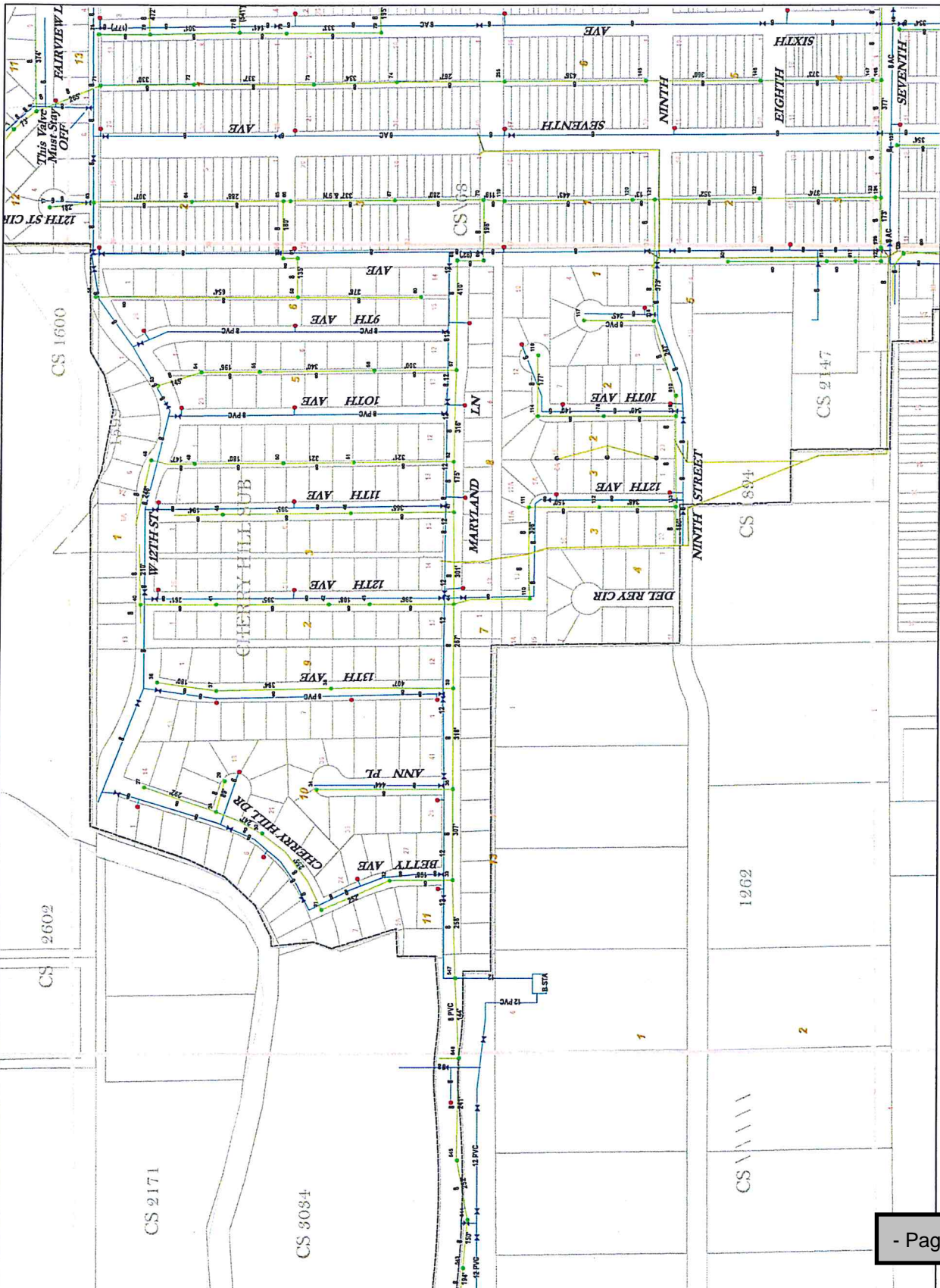
Montana Key Map



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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 9 Q10S002



1 inch equals 300 feet

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

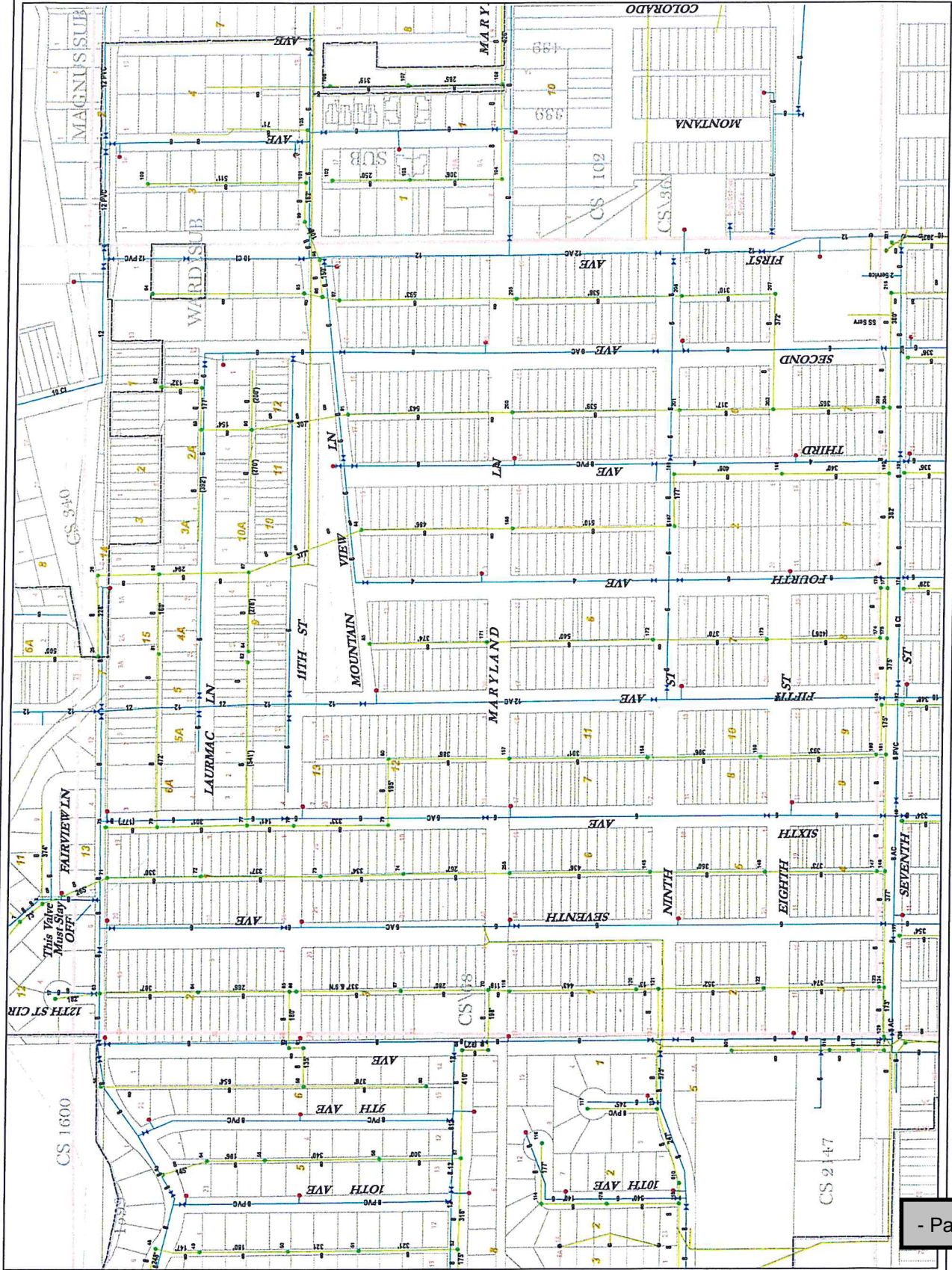


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LAUREL MONTANA

Yellowstone County
Townsip 5S Range 94E
Section 9 Q10Sec1



1 inch equals 300 feet
0 300 600

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

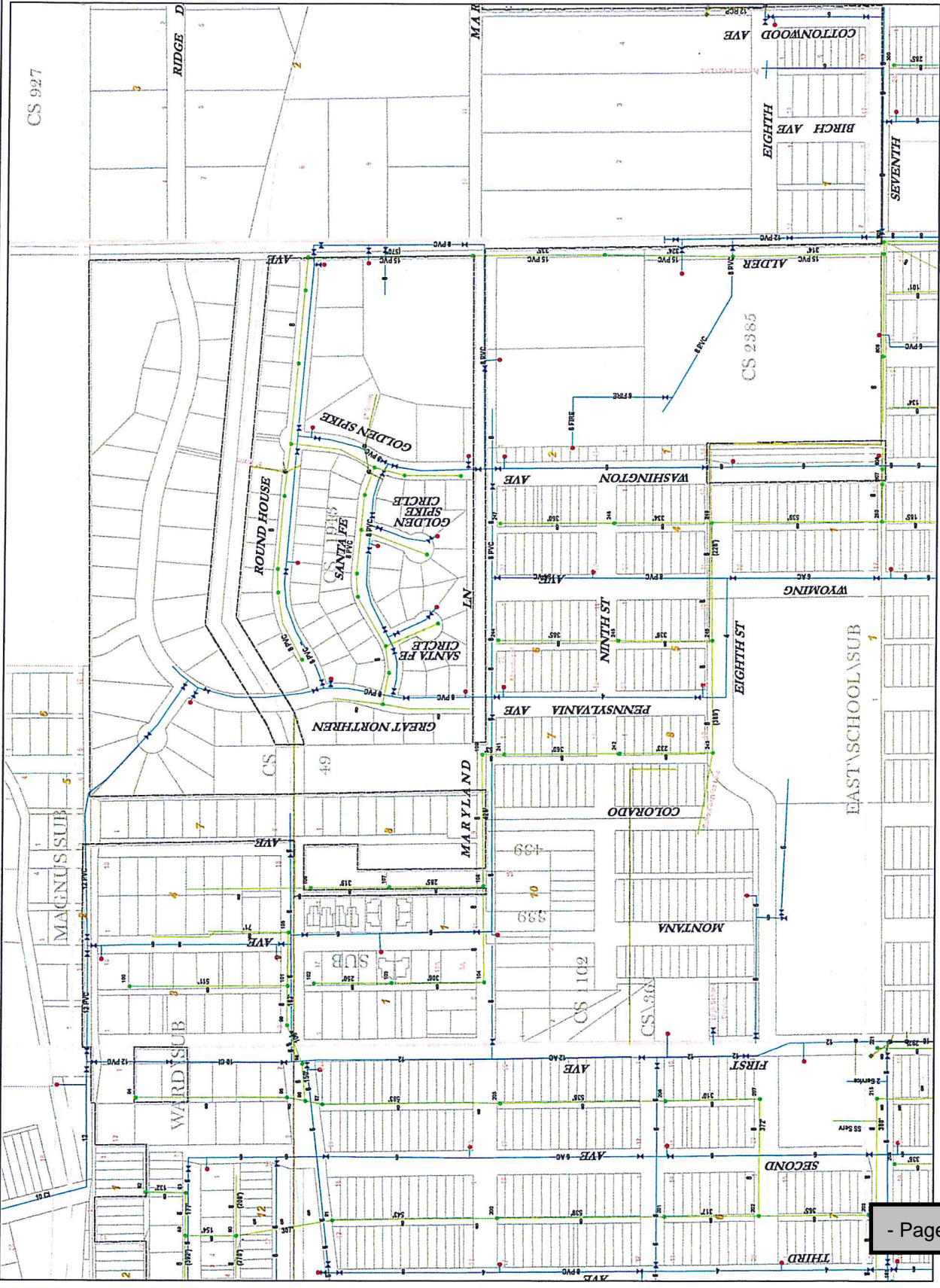
Montana Key Map



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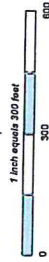
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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 10 QrSec2



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map



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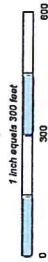
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LAUREL MONTANA

Yellowstone County
 Township 5S Range 94E
 Section 10 QtrSec 1



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map



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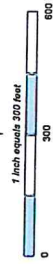
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LAUREL MONTANA

Yellowstone County
Township 5S Range 84E
Section 11 Qrberg



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map



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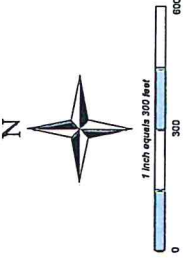
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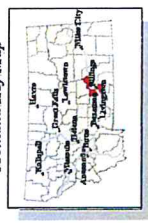
Yellowstone County
 Township 6S Range 64E
 Section 8 Q166cs



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map



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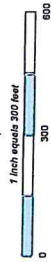
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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 8 Q18Sec-4



Legend

- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

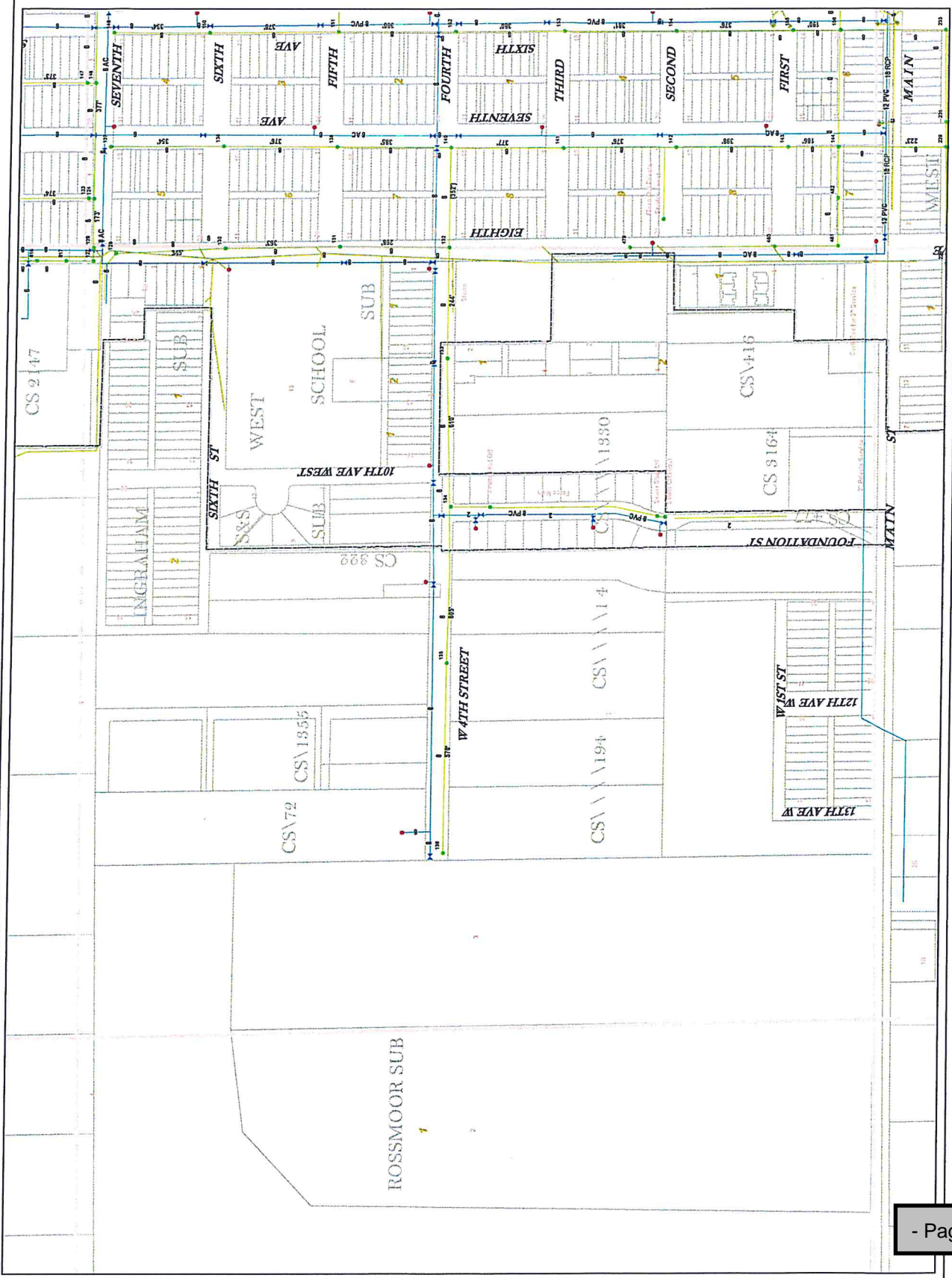


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LAUREL MONTANA

Yellowstone County
Township 25 Range 84E
Section 9 Q100000



1 inch equals 300 feet

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

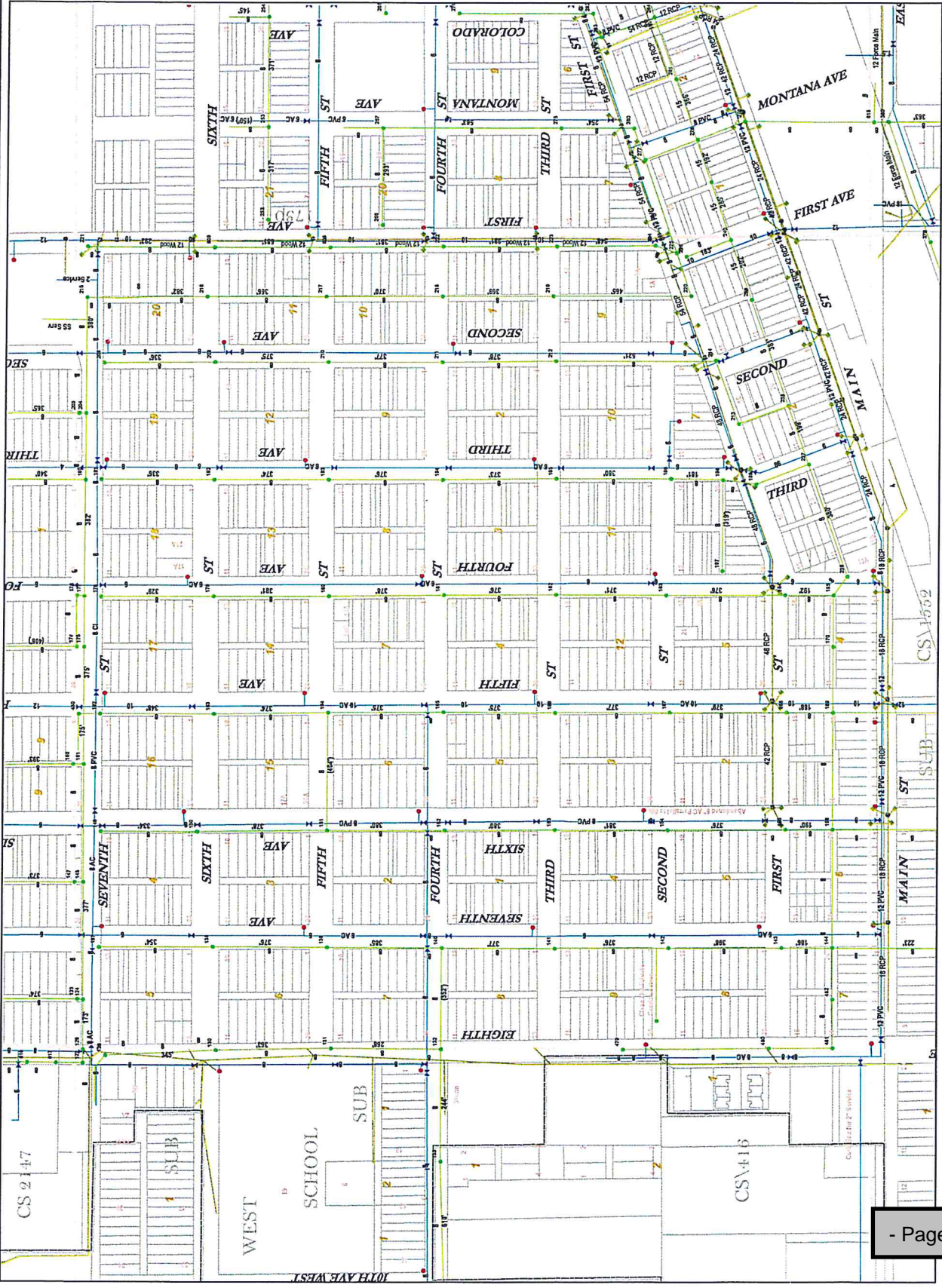


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LAUREL MONTANA

Yellowstone County
Township 5S Range 54E
Section 9 QtrSec 4



1 inch equals 300 feet

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

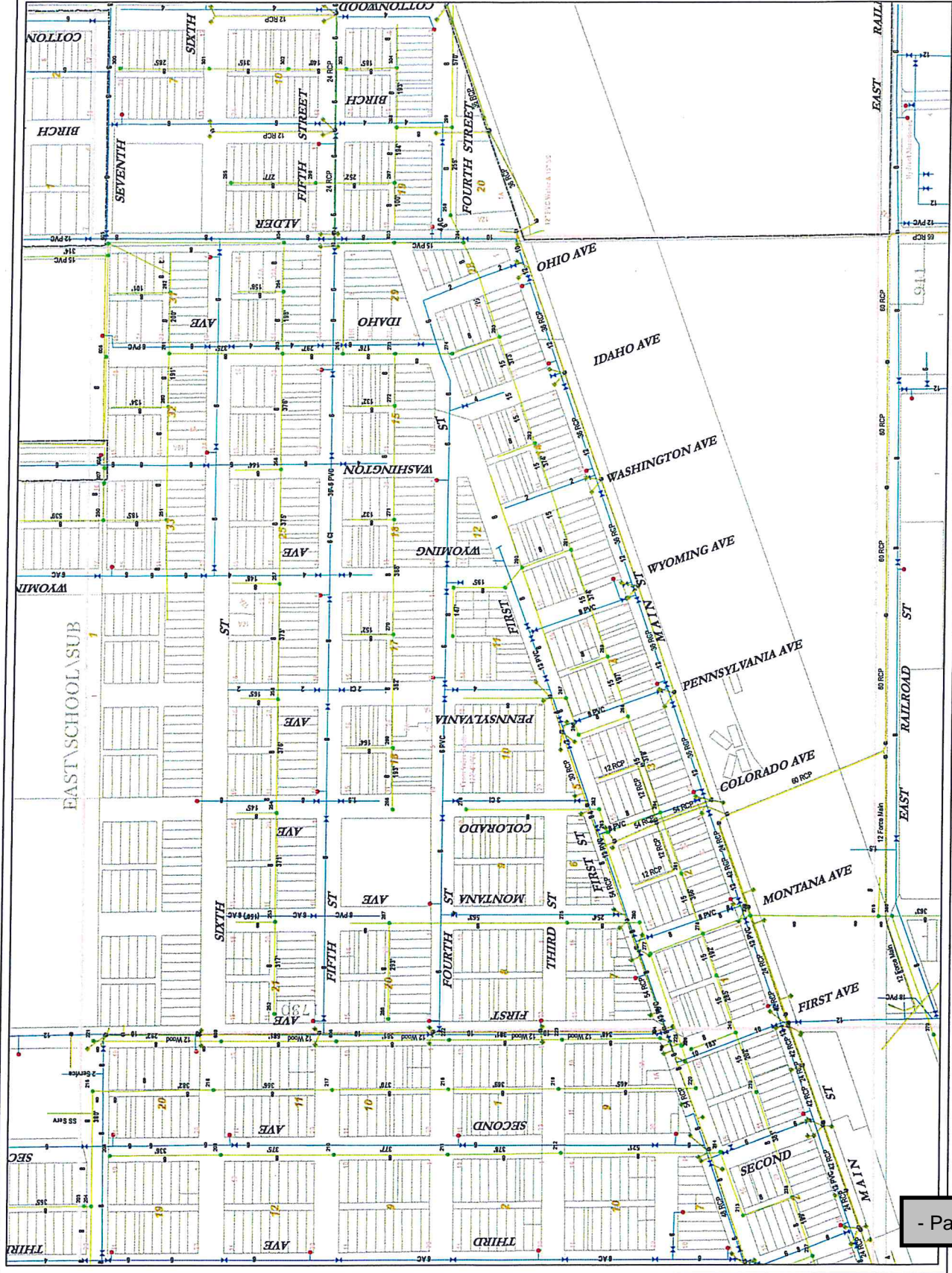
Montana Key Map



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LAUREL MONTANA

Yellowstone County
Township 5S Range 54E
Section 10 Grids 9



1 inch equals 300 feet
0 300 600

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

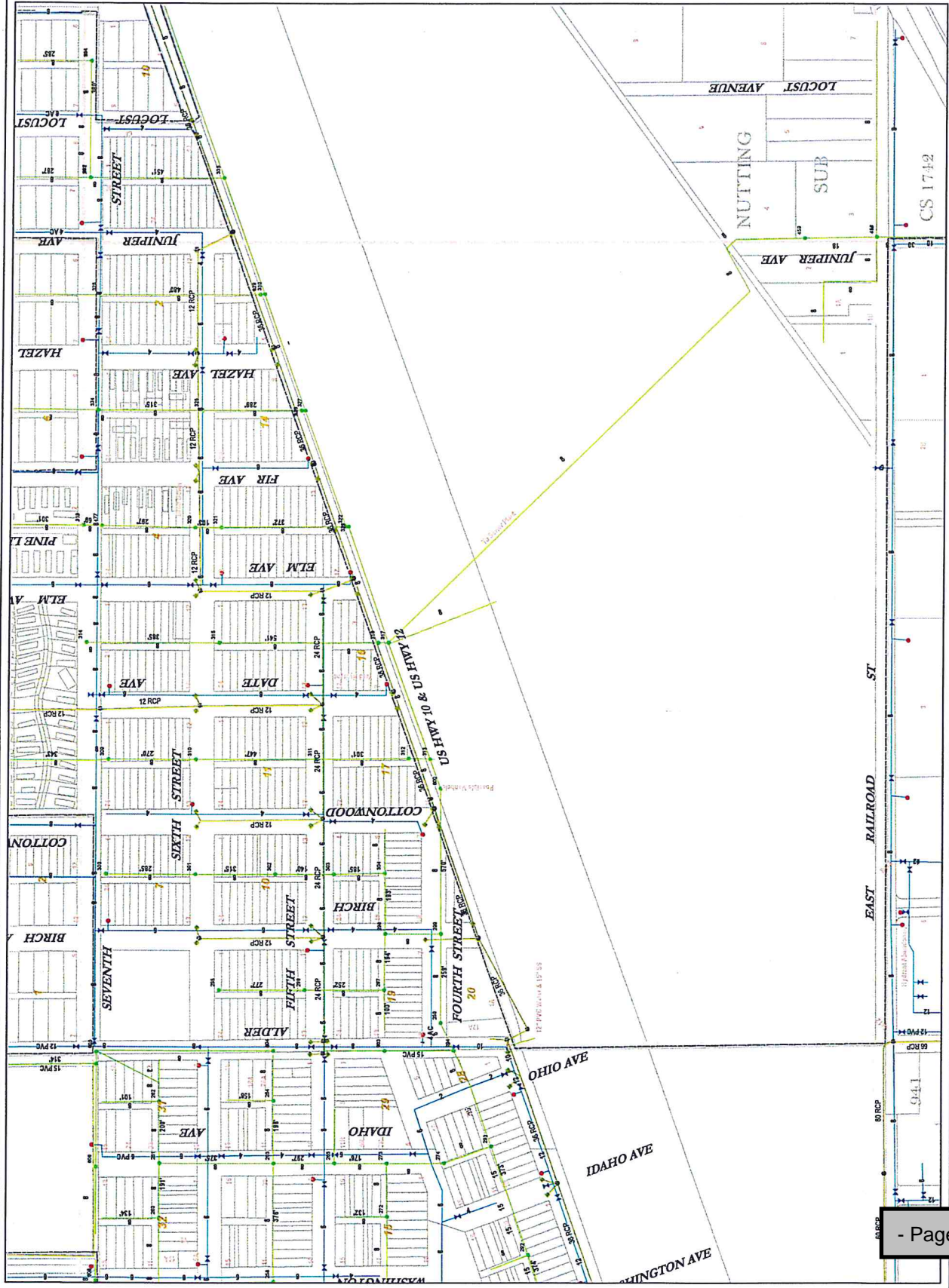
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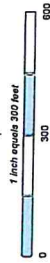
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LAUREL MONTANA

Yellowstone County
Township 2S Range 24E
Section 10 QtrSec 4



Legend



Sanitary Sewers
Storm Sewers
Water Lines
Creeks/Canals
Lots & Blocks

Sanitary Manholes
Storm Manholes
Storm Inlet
Cap
Valve
Hydrant
Blow Off

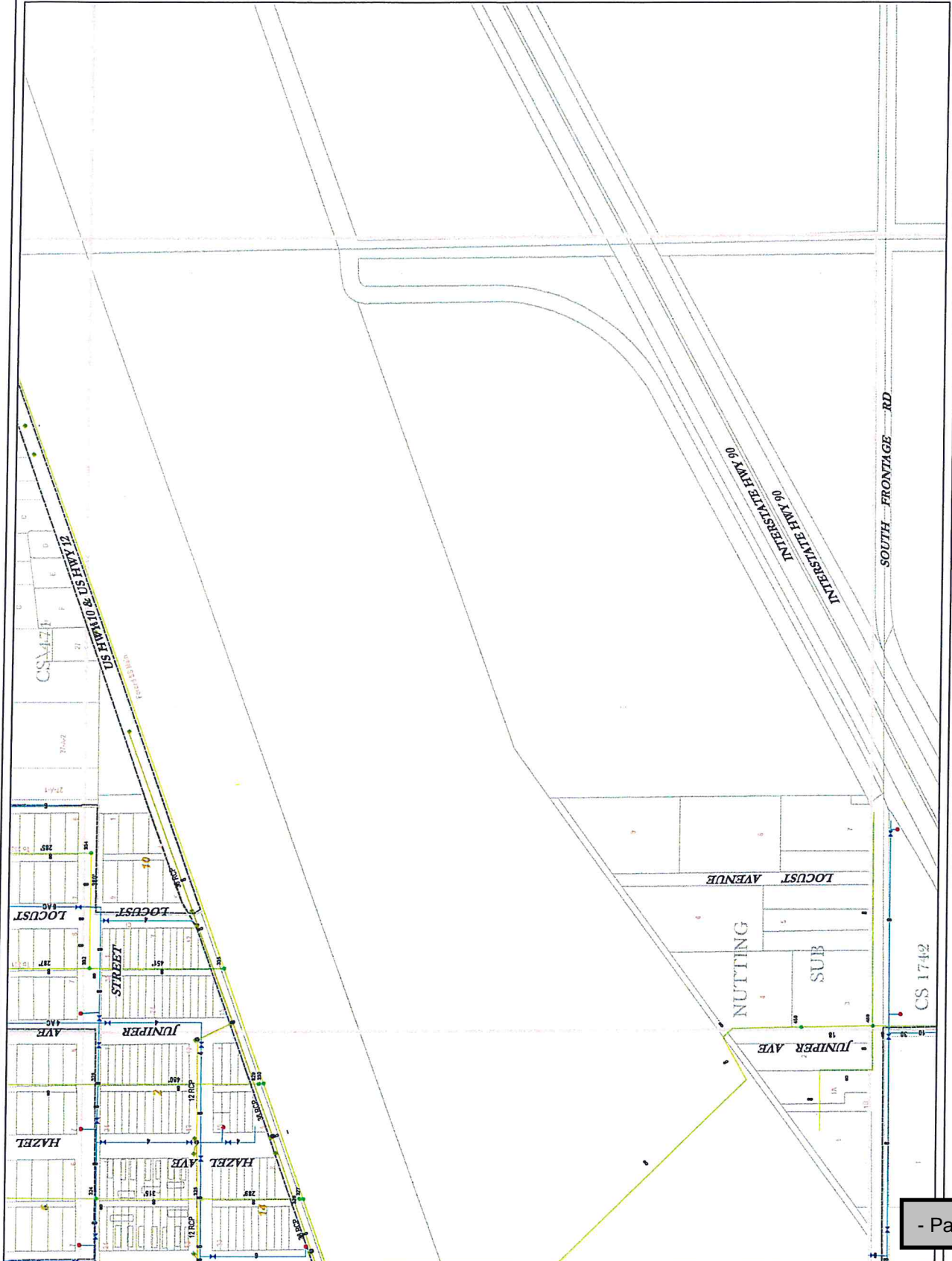
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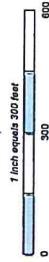
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LAUREL MONTANA

Yellowstone County
Township 8S Range 94E
Section 17 Qirbec 1



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

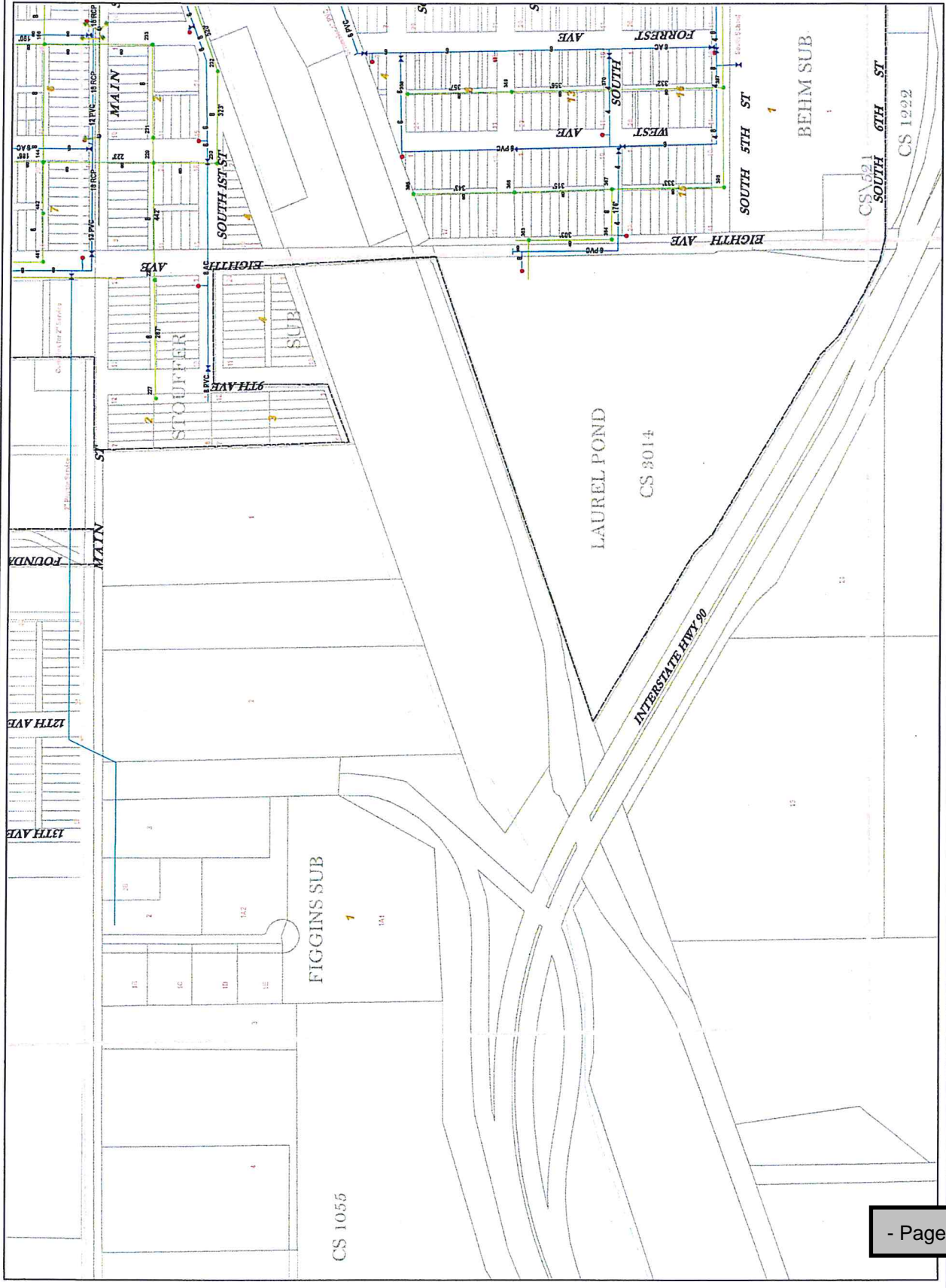
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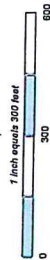
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LAUREL MONTANA

Yellowstone County
Township 6S Range 84E
Section 16 QrSec 2



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

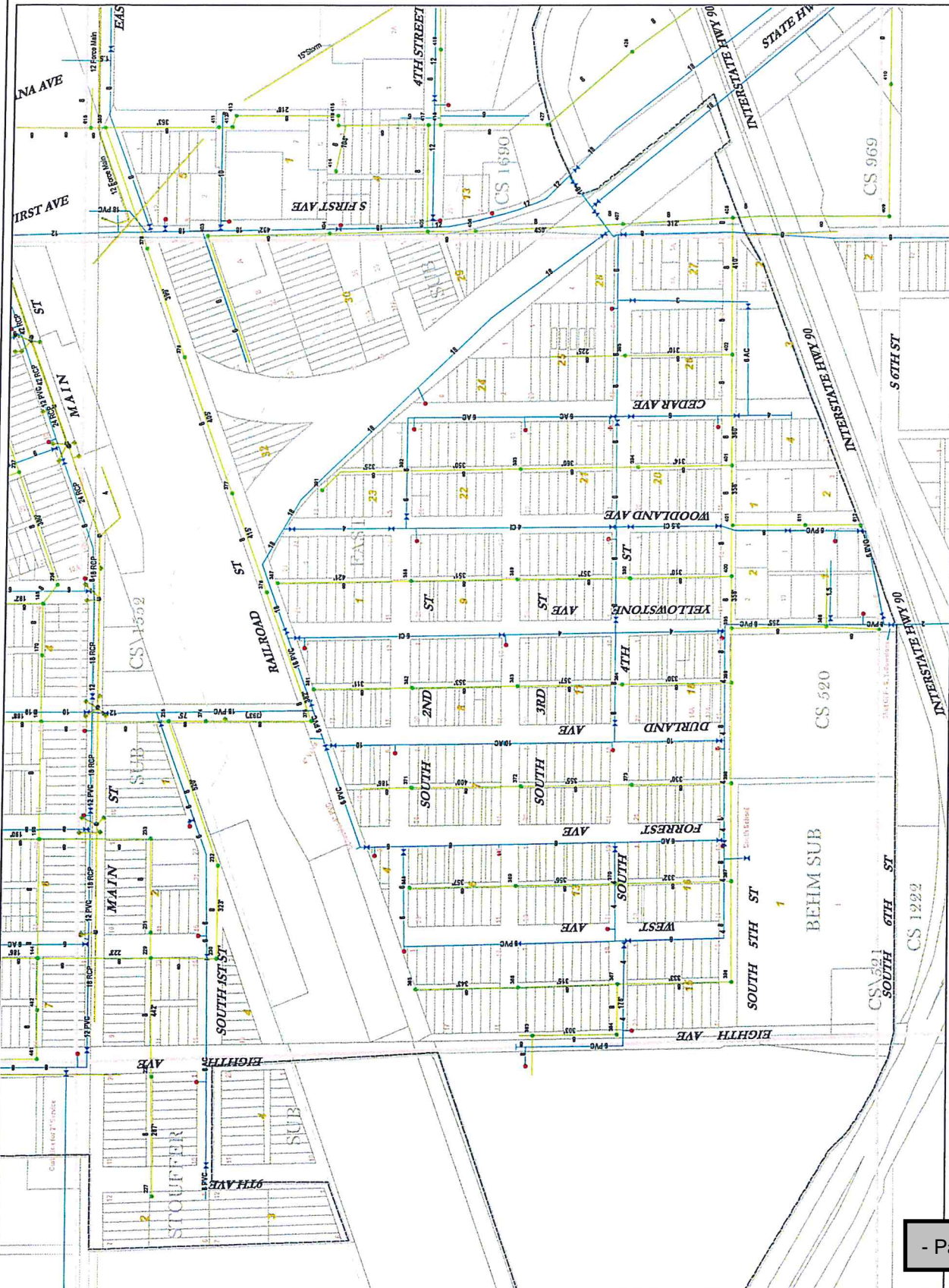


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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 16 Q106C1

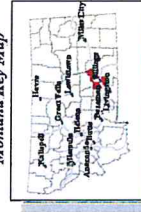


1 inch equals 300 feet
0 300 600

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks/Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

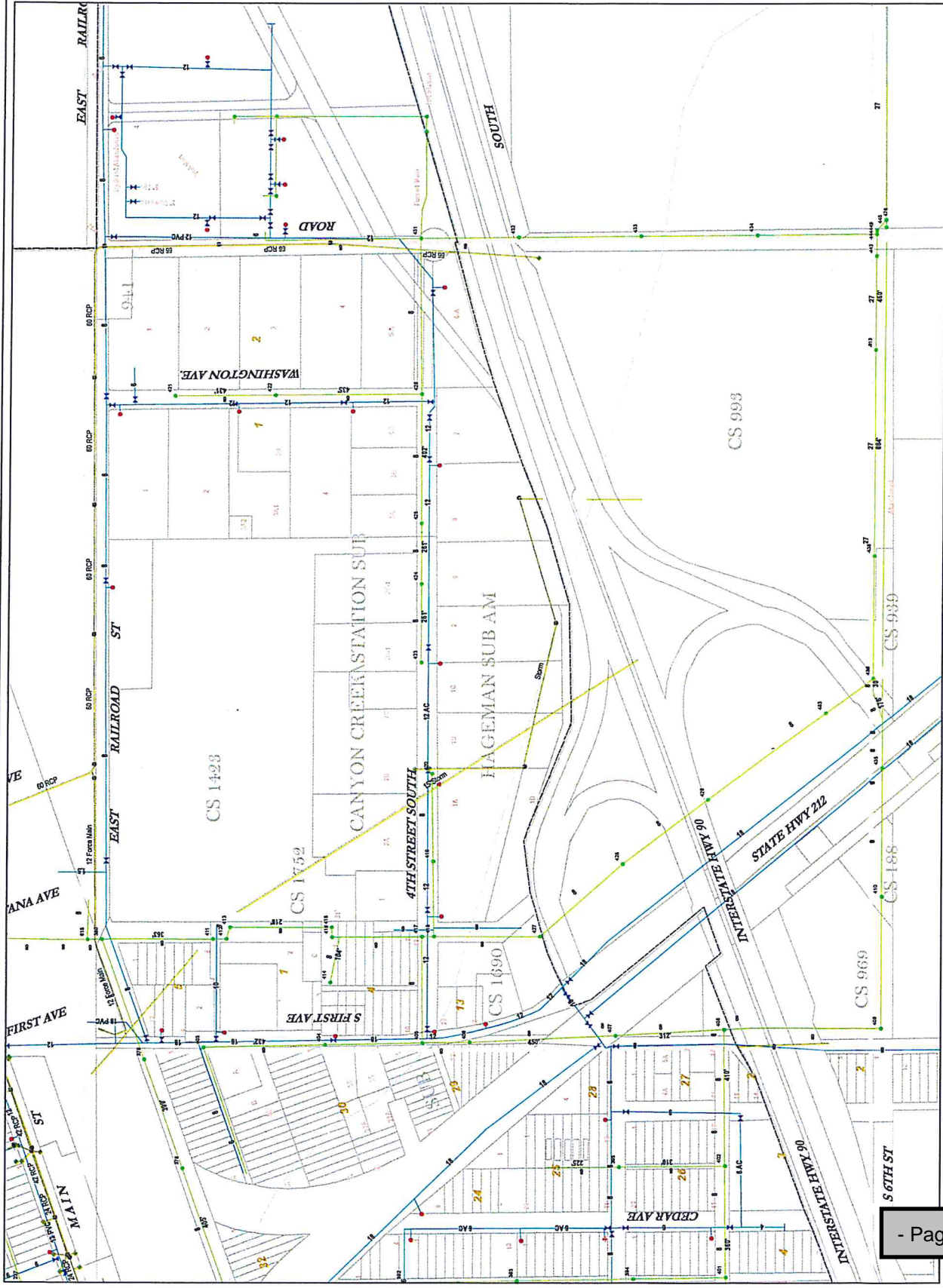
Montana Key Map



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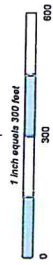
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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 16 Qr8Sec9



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks/Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

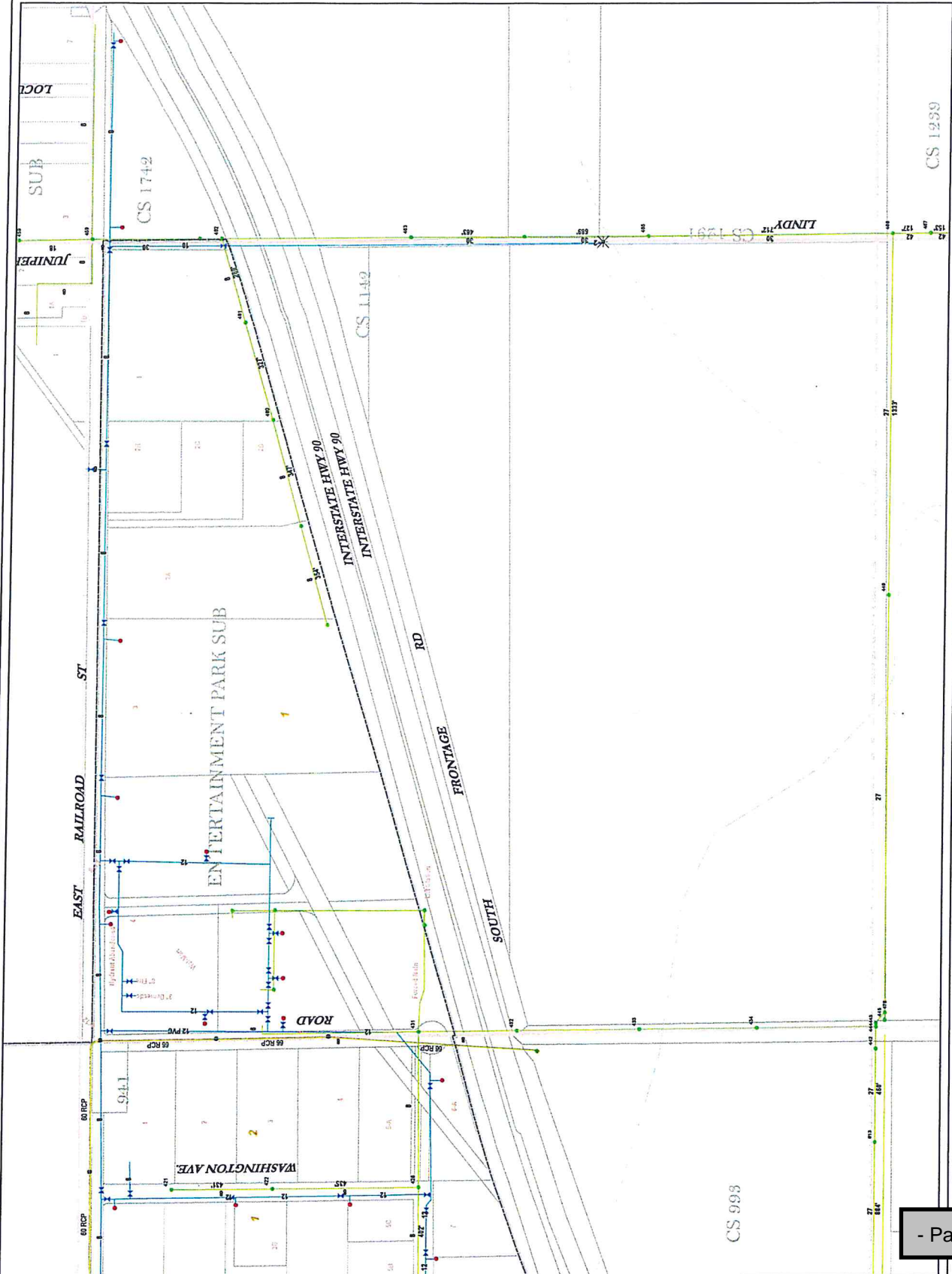
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LAUREL MONTANA

Yellowstone County
Township 8S Range 94E
Section 16 Q100c.1



1 inch equals 300 feet
0 300 600

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

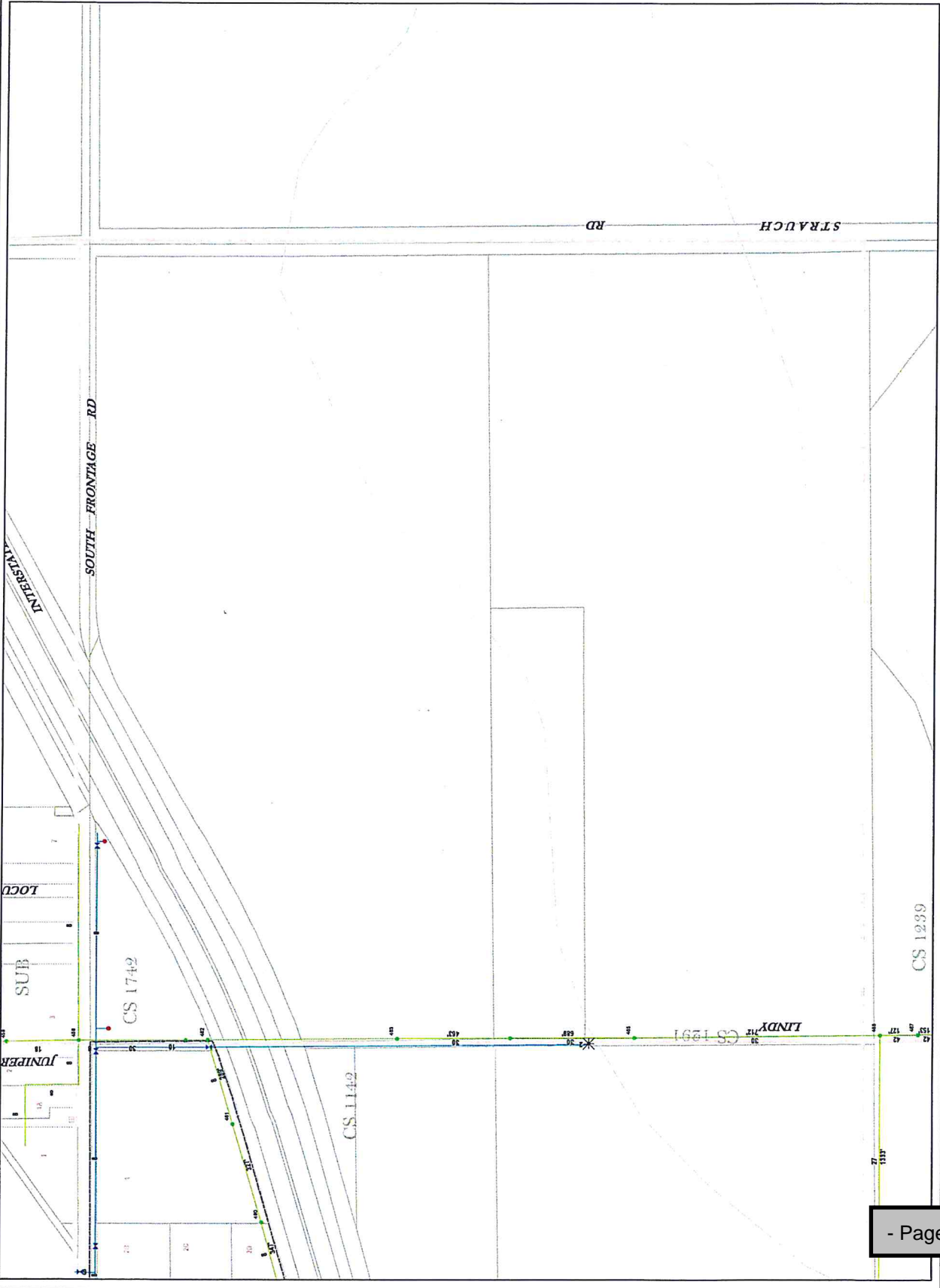


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LAUREL MONTANA

Yellowstone County
Township 5S Range 94E
Section 16 Q100000



1 inch equals 300 feet
0 300 600

Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

Montana Key Map

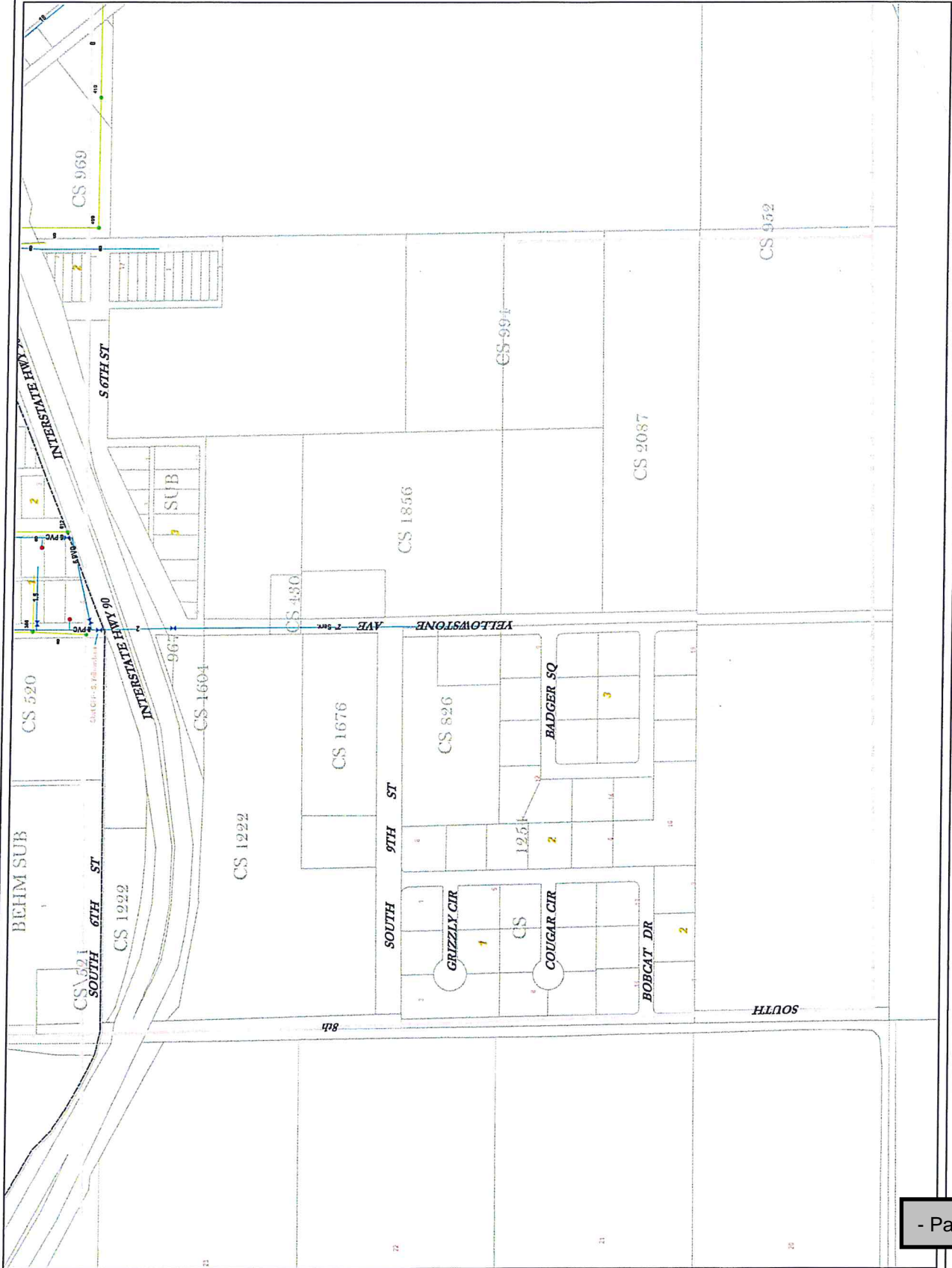


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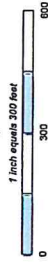
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LAUREL MONTANA

Yellowstone County
Township 45 Range 84E
Section 16 QdrSec 4



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- WaterLines
- Creeks Canals
- Lots & Blocks
- Sanitary ManHoles
- Storm ManHoles
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

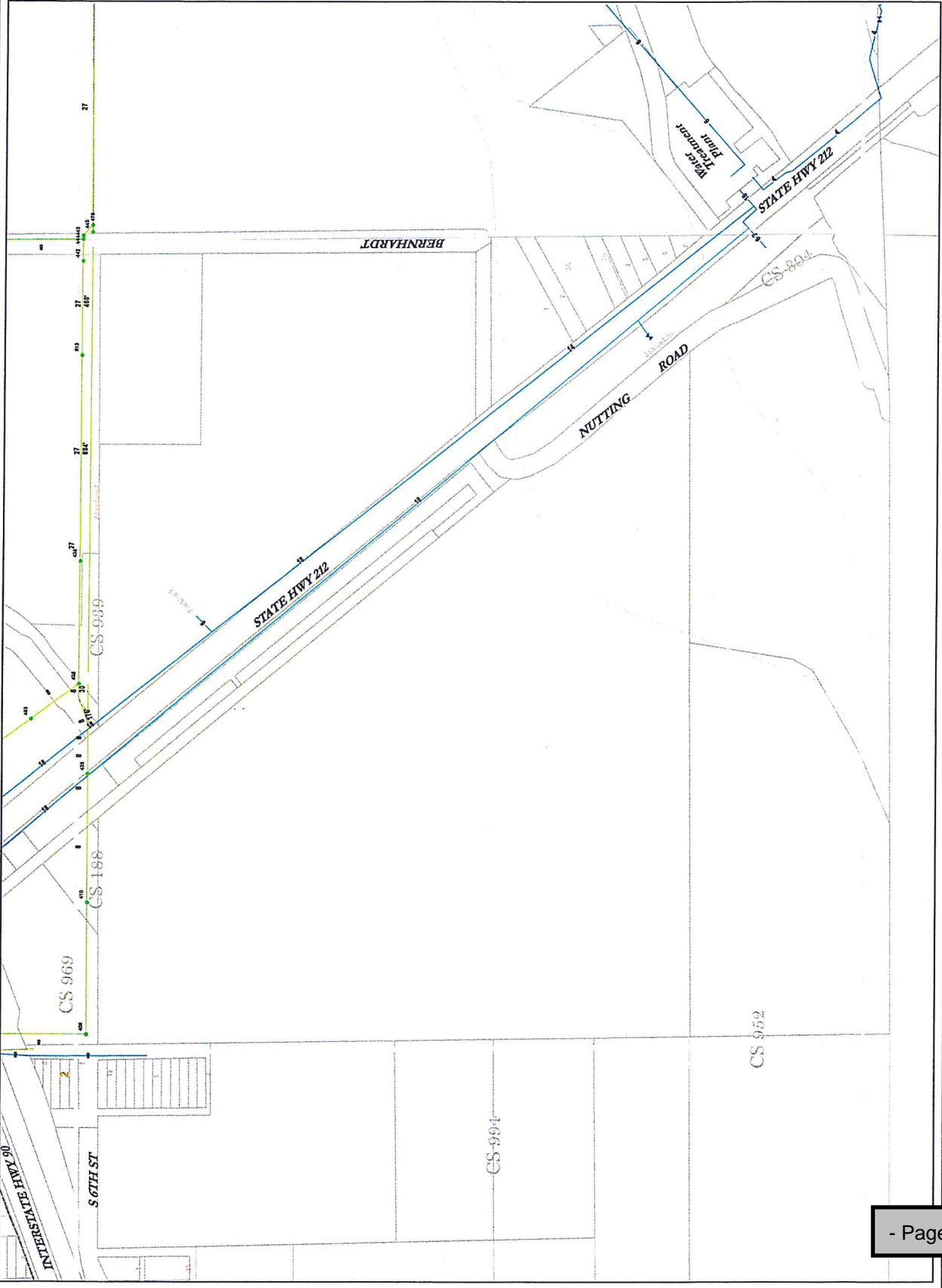
Montana Key Map



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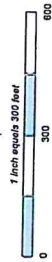
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LAUREL MONTANA

Yellowstone County
Township 5S Range 54E
Section 15 OrdSecs



Legend

- Index Grid
- City Limits
- Sanitary Sewers
- Storm Sewers
- Water Lines
- Creeks Canals
- Lots & Blocks
- Sanitary Manholes
- Storm Manholes
- Storm Inlet
- Cap
- Valve
- Hydrant
- Blow Off

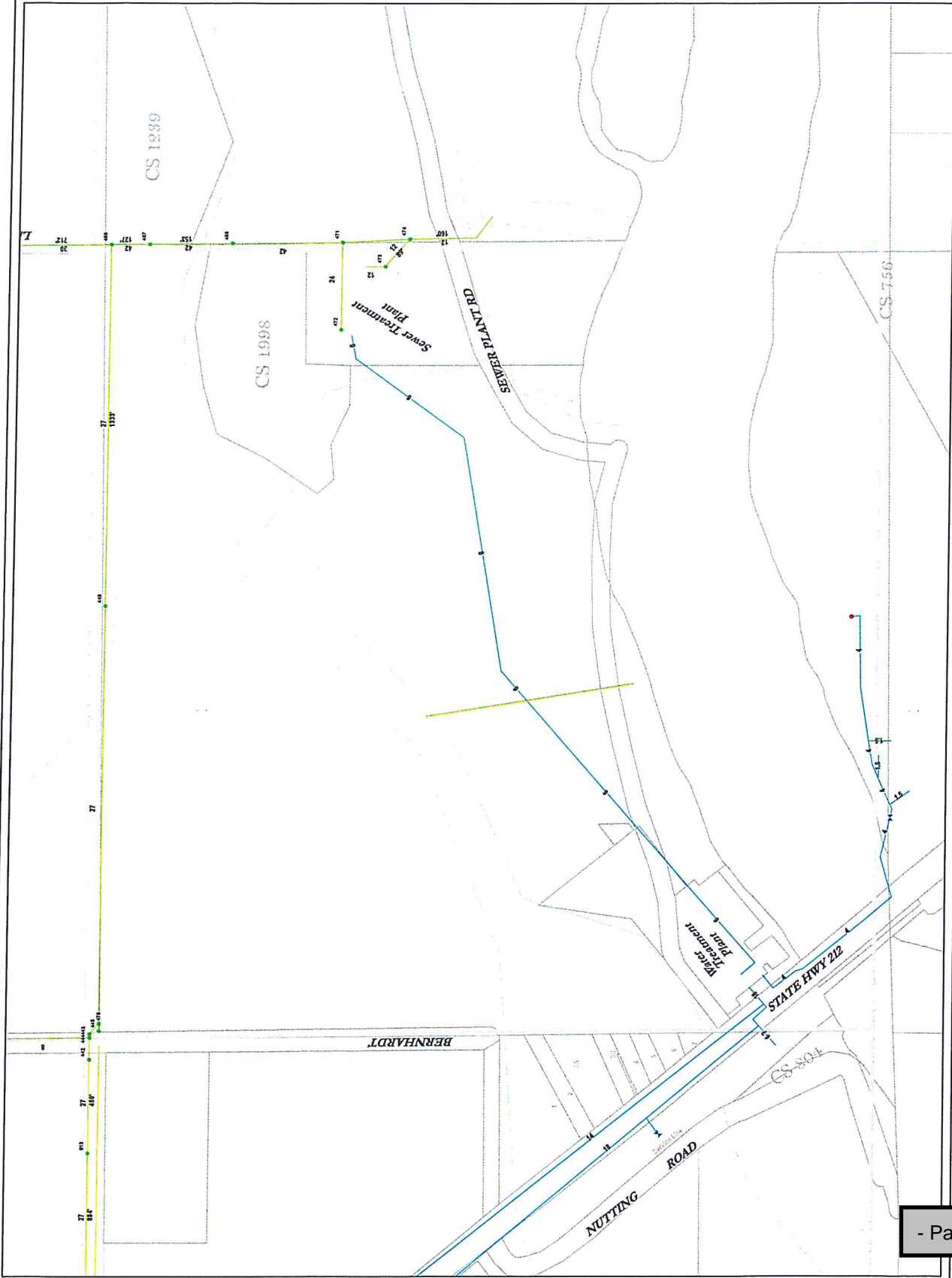
Montana Key Map



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MINUTES
CITY OF LAUREL
Tree Board

04/18/2019 09:30 AM
Public Works Conference Room

A Tree Board was held in the Public Works Conference Room and called to order by Dale Ahrens at 09:30 AM on 03/21/2019.

COMMITTEE MEMBERS PRESENT:

<input checked="" type="checkbox"/> LuAnne Engh, Chairman	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Aaron Christiansen, Vice-Chairman	<input checked="" type="checkbox"/> Matt Wheeler
<input checked="" type="checkbox"/> Walter Widdis, Secretary	<input type="checkbox"/> Kurt Markegard
<input checked="" type="checkbox"/> Dale Ahrens	<input checked="" type="checkbox"/> Phyllis Bromgard

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input

- a. Fran Schweigert & Lynn Petterson, Graff Principal, Pat Hart & Sue Carter from the Laurel Garden Club
- b.

2. General Items

- a. March 2019 minutes approved
- b. Arbor Day Theme and Design TREES HELP EVERYONE May 7th 11:00 South Pond Grants - Dale said that Walmart hasn't approved their grant yet.

- c. Northwest Energy Grant (\$500) should be here next week
- d. Trees 1- Hackberry - Lions 2 - Autumn Blaze - Good Earth Work 1 - Hackberry - River Ridge 1 - Hackberry - Waste Connection/B*R Trees 1 - Autumn Blaze - Albaugh/Larned Trees
- e. New Donations - Riverside Repair - donated \$200 Meadow Gold donating ice cream for the lunches
- f. Dale is packaging chips at the Family Church on Monday night ,May 6th at 6:30
- g. Dynamic Design - Banner and t-shirts - Should be ready April 26th
- h. Schedule /Site Map - are completed We'll ask the Fireman to come later and give the program a start with their horn
- i. Ceremony & program - Matt/Kurt in charge -instead of an ad, Walter is working on an article for the paper.. American Legion will do the flag and pledge, Kurt will MC, DNRC will offer awards, Lynn be the inspirational speaker and send the kids off to their posts.

3. New Business

- a. Aaron asked if we could get a group to clean the park of animal waste as its such a problem - neighbors don't pick up after their dogs.
- b. Downtown tree district - LURA grant - no report
- c. .

4. Old Business

- a. Lions - Phyllis reported the Lions will be donating \$300 towards a tree

5. Other Items

- a. Nutting Park - should money be spent on the trees from the annual tree fund
- b. Elena Park - How did the trees survive the winter - need replacements
- c. Riverside Park Progress with DOJ funds - the vault toilet is being installed soon..

6. Announcements

- a. May meeting - 16th @9:30

The Tree Board adjourned at 10:15 AM.

Respectfully submitted,

LuAnne Engh
Committee Chairman

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

MINUTES
CITY OF LAUREL

Tree Board

05/16/2019 09:30 AM

Public Works Conference Room

A Tree Board was held in the Public Works Conference Room and called to order by Dale Ahrens at 09:30 AM on 03/21/2019.

COMMITTEE MEMBERS PRESENT:

☒ LuAnne Engh, Chairman
☒ Aaron Christiansen, Vice-Chairman
☒ Walter Widdis, Secretary
☐ Dale Ahrens

☐ Richard Herr
☐ Matt Wheeler
☐ Kurt Markegard
☐ Phyllis Bromgard

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input

- a. Pat Hart & Sue Carter from the Laurel Garden Club
- b.

2. General Items

- a. April 2019 minutes approved
- b. Arbor Day was a great success - slightly chilly but the kids didn't mind.

- c. Meals - kids needed more hot dogs and since it was cold they would have liked a cookie /rice krispie treat- some had cold meat. We need to plan for 2 dogs per student. Some teachers ate the Hospitality sandwich - since there was plenty
- d. Registration table was important - better for checking in
- e. Sessions need to be 20 minutes and the first one at least 25 for the presenters to get organized.
- f. We need to get Lynn's ideas on a longer schedule
- g. Make sure the banner is presented at the ceremony
- h. LuAnne spent \$115 on Hospitality and \$50 on the gift card for Colton - The school district is going reimburse her
- i. LuAnne bought a tent for \$71 to be used for future Arbor Day events and the board agreed to buy this - the city will reimburse her
- j. Shirts - who really wants them ? - Bands - kids still enjoy them
- k. Budget - Balance is \$2700 for 2019 \$1200 for 2018
- l. We should spend money on tree trimming out of this - LuAnne will check with Matt and Fran
- m. Plaques for the trees are valued at about \$150 each and we have 15 - next year Sue Carter would like one for her son on an elm she planted years ago

3. New Business

- a. Downtown tree district - LURA grant - Aaron submitted the information to Kurt 3 months ago and nothing has happened.
- b. Meagan Hoyer offered to help us write a grant for spraying for weeds - she will attend the next meeting on June 6th - the deadline for this year's grant is June 30th.
- c. Mike Ruggles from FWP wants to dredge the pond so that more fish will grow and the pond will be healthier - this could be done for free if the gravel companies still need gravel for the interstate project.

4. Old Business

- a. Lions - they will update on the pond and dock next month as Phyllis wasn't attending

5. Other Items

- a. Nutting Park - should money be spent on the trees from the annual tree fund
- b. Elena Park - How did the trees survive the winter - need replacements
- c. Riverside Park Progress with DOJ funds - the vault toilet is being installed soon..

6. Announcements

- a. June meeting - 6th @9:30

The Tree Board adjourned at 10:15 AM.

Respectfully submitted,

LuAnne Engh
Committee Chairman

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

MINUTES
LAUREL AIRPORT AUTHORITY BOARD MEETING
Tuesday, April 16, 2019

A Laurel Airport Authority Board meeting was held in the Airport Pilot's Lounge and called to order by Chairman Randy Hand at 19:00.

BOARD MEMBERS PRESENT:

- ☐ Randy Hand, Chairman
- ☐ Brock Williams, Secretary
- ☐ Jim Swensgard

OTHERS PRESENT:

Hardin Graham, Rick Lamack MTANG

1. Public Input

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

- a. none

2. General Items

- a. Previous minutes approved by unanimous consent
- b. Regular occurring claims were approved
- c. Received notice of non-renewal on our insurance policy from EMC. Randy will look into alternative carriers or agents.

3. Reports from Craig Canfield of KLJ

- a. Craig was not present but had provided a written status report in advance, which was reviewed

- b. No substantial changes from last status report. Paul Siewert has begun work on moving the buildings, and is anticipating 6 weeks until completion.

4. New Business

- a. Planning started for Volunteer Appreciation lunch. Saturday May 18, 2019, starting at noon. Will be held on the ramp by Randy / Shane / Brock's hangars.
- b. Engineering 5 year selection due. No progress so far.
- c. MDT Aeronautics Grant/Loan funding. Discussed last meeting, also reviewed in Craig's Status Memo.

5. Old Business

- a. Hardin Graham.
 - i. Laurel Aviation Services LLC to be leaseholder
 - ii. Reviewed lease draft with Hardin, discussed a couple small changes
 - iii. Motion to conditionally approve the lease draft, with changes as discussed, pending review and approval by Ken Peterson, Will and Shane. Motion carried unanimously.
 - iv. Hardin shooting to close May 14th, but can move it up if lease is approved prior.
 - v. Stephanie stated that Kent/NSA will not be purchasing any more fuel and there is about 1000 gallons left.
- b. MTANG. Will Metz joined on speakerphone for this item.
 - i. Rick Lamack gave background on project, history of negotiations.
 - ii. Range of \$10-\$20k/month for lease rate, potentially split 50/50 between airport usage fees and real estate/lease fees. May also consider fuel markup/flowage fee.
 - iii. Guard personnel can do some improvements work such as road building (unimproved only), utilities.
 - iv. Looking for long-term lease, potentially 50 years.
 - v. Would like to have a lease in place by fall.

6. Other Items

none

7. Announcements

a. none

The meeting was adjourned at 20:15.

Respectfully submitted,

Brock Williams
Secretary

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



**AGENDA
CITY OF LAUREL
LAUREL CITY-COUNTY PLANNING BOARD
THURSDAY, MAY 02, 2019
10:00 AM
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.*

General Items

1. Roll Call

Chair calls the meeting to order at 10:07AM.

Jerry Williams
Evan Bruce
Judy Goldsby
Nick Altonaga (City of Laurel)

No quorum present. No official meeting.

Announcements

5. Next Meeting: June 6, 2019

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

**REVISED - MINUTES
CITY OF LAUREL
PARK BOARD
THURSDAY, MAY 2, 2019**

BOARD MEMBERS PRESENT:

Irv Wilke, Evan Bruce,
Jon Rutt, Richard Herr,
Phyllis Bromgard, *Matt Wheeler

OTHERS PRESENT:

Mr. and Mrs. Western, Lora Mattox, Alicia Stickney, and Howard Richard.

BOARD MEMBERS NOT PRESENT

Scot Stokes

Public Input:

Mr. and Mrs. Western, they live next to Kiwanis Park, brought in some glass that they found while cleaning up the Kiwanis Park / Kids Kingdom. They wanted to know if there could be another dumpster. They find trash all around the park. Matt said the city could add another trash can near the Kids Kingdom. It was brought up that there is a security camera in that park. The city could only do anything if the people were caught littering.

General Items:

1. Approve Park Board Minutes 3.7.2019:

Minutes were approved: Jon Rut Motioned, Phyllis Bromgard Seconded, Richard Herr called to question, Voted for approval 6-0.

New Business:

2. Yellowstone Historic Preservation Board Request:

Evan brought in a letter and read it out loud to be presented as the park recommendation to City Council. Evan Motioned this letter to be the recommendation. No objections, Jon seconded, no comments, Richard called to questions. All members voted for approval 6-0. The letter was signed and left for the mayor on Brittney's desk.

3. Frisbee Park on Southside:

The First Congregational Church wanted to put a public Frisbee Park next to their church in there lot. Possible be listed as a city park and have a similar sign but be taken cared for by the church itself, including insurance and licensing. They need it to be open to the public to keep from paying property tax. Richard brought they might need to go thru the city lawyer. Irv debated not having anything with the city since it is private property. Matt recommended that it does not go thru the city. They looked into insurance already.

Old Business:

4. Vaulted Toilets Update:

DOJ person, Alicia Stickney, stated the city did have three projects funded by them; the campground at Riverside, lions pier and trail, and a vault toilet at Riverside.

4.1 Toilet has been ordered. Plans have been made for it to go in the next month. Utility location needs to finish, planned for April 5. There needs to have a ramp up to the toilet. Will be built into the raised ground along the river, left of the boat ramp. Saved money with delivery with adding ours with other deliveries for other toilets going in Billings.

4.2 Campground: the mayor should already know about KLJ for the campground design. They will do the design and bring it to the Park Board. KLJ is working on a preliminary design for the park and its campgrounds. They would refine it with input from the park board and city.

Alicia explained the DOJ money from the oil spill can only be used for certain things. We were a top rank project. Exxon money for rent (250,000) for spill cleanup can be used for anything in the park. DOJ money has to be used for certain things (350,000 but could be more if other projects don't use their money.) Phylis updated on the Lions Club with their DOJ Money. The toilets are coming out of DOJ money. More toilet coming with the campground.

It was brought up by several members that other people, non-park users, are using the trash cans and dumpster. Richard requested more trash cans/dumpsters.

5. Park Permits Discussion - Riverside Park:

MMIA special events liability coverage document was presented to the board. See attached documents. Scott wanted the board to be aware of this document that showed up on April 2 council meeting.

Irv and Scott brought up a map showing a dry campground by (VFW) building, the old gun range not to be used because of lead, old trash yard not to be used also. (Ron brought up Brown Sites for remediation, DEQ Brown Field Grant. Jason Tylor at DEQ) and three sections that can be rented across the road south of the Jaycee building, next to the horseshoe pits. They requested that alcohol would need a permit for outside the Jaycee building. Britteny stated thru Matt that people do not need an alcohol permit for renting the shelters in the parks, Lions Club and Thompson Park, at no extra cost.

Brittney is already reworking the permits but has not seen the map Scot and Irv drew up.

6. Riverside Park Update:

Laurel Jaycees had an incident with their wood floors, do to a cold February. The wood flooring has peaked or raised up in about 50 areas. The floor has become a liability. The wording in the building lease says Jaycees are not liable for acts of god. No standing water has been seen under the floor. Irv asked if anyone closed off vents for the crawl space under the building, Howard stated they have been closed off for about 15 years. Haward stated he doesn't have the knowledge or access to someone who would know what and why it happened. Jaycee asking what to do to go forward, looking for feedback. Matt said to go thru the City's Insurance MMIA directly. Jaycees has already contacted their own insurance but waiting on response at the time of the meeting.

Other Items:

- Richard brought up the permit drawings did not match the park master plan. There was a debate but the board moved on.
- Phylis reported that people have been caught peeing at the south pound. There was confusion on who to report to, fish and game or laurel police.
- Kids Kingdom inspections need to be done. Matt hopes to have it hold off on it being inspected because he believed it would not pass.
- Ron brought up that no other parks are being talked about at the park board meeting. Matt can do updates on the other parks.
- Richard asked once the vault toilets go in, can the park be opened and the closed signs be removed and the dog rules are not being enforced. leash law, picking up poop.
- Security cameras at the Riverside Park but mostly needed right now at Lions Park/South Pond because of the vandalism.

Announcements:

No announcements.

Respectfully submitted,
Evan Bruce
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Park Board for the listed date.

From the Park Board to the City Council

The Park Board recommends that the City of Laurel move forward and seek out getting the Riverside Park on the National Historic Registry. The Yellowstone Historical Preservation Board and the Western Heritage Center has already done research and has offered help in this endeavor.

We recommend a specific city staff member work on getting the park on the registry. That staff member would also be in charge of future grant submissions for the park. This staff member would not necessarily be the one writing the grants, but overseeing the process with Beartooth RC&D and Big Sky Economic Development.

The recommendation was voted on and approved by the Park Board on April 4, 2019.

The Park Board

Howell
Richard W. M.
J. F. Rust
Shelly Deonard
RM

Special Events Liability Coverage

The MMIA and the Independent Insurance Agents of Montana have worked together to provide access to Special Events Liability Coverage for events held on municipal property in Montana that are sponsored by a private individual or organization. This program offers *easy* and *affordable*, short-term coverage for a wide variety of events, some of which are:

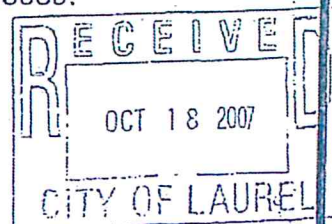
Art Festivals
Auctions
Block Parties/Street Closures
Craft Shows
Food Concessions
Harvest Festivals
Garden Shows
Livestock Shows
Outdoor Exhibitions
Parades
Reunions
Social Gatherings
Sidewalk Sales
Various Sporting Events
Weddings & Receptions

Here's how it works:

- City/Town receives a request to use public property and provides the applicant the city's permit/agreement requirements.
- Refer the event holder to a list of local agents. Go to www.mmia.net, click on Liability and then Special Events.
- The event holder contacts an agent, completes an application and pays the premium. The holder must allow a minimum of 5 business days prior to the event for coverage to be offered.
- When the event is covered, a certificate of insurance with a \$1,000,000 limit will be issued naming the municipality as an additional insured.

It's that easy!

For questions, contact the MMIA at 1-800-635-3089.

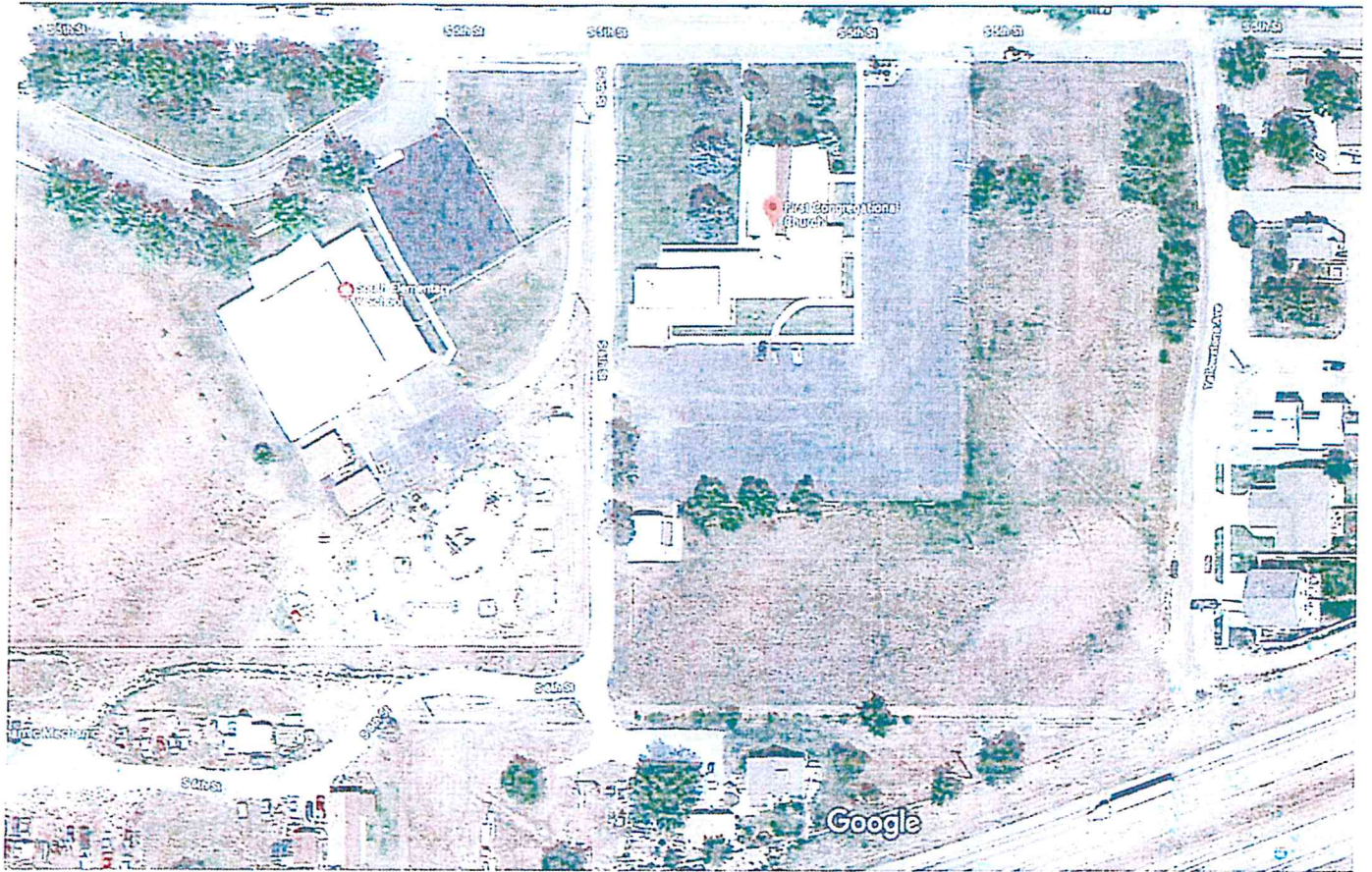




RIVERSIDE PARK
LAUREL, MONTANA

Approximate Park Boundary

Google Maps First Congregational Church



Imagery ©2019 Google

<https://www.google.com/maps/place/First+Congregational+Church/@45.6616971,-108.7776752,217m/data=!3m1!1e3!4m12!1m6!3m5!1s0x53488e1171a55205:0x>



**MINUTES
CITY OF LAUREL
PARK BOARD
THURSDAY, MAY 2, 2019**

BOARD MEMBERS PRESENT:

Irv Wilke, Evan Bruce,
Jon Rutt, Richard Herr,
Phyllis Bromgard, Scot Stokes
*Kurt Markegard

OTHERS PRESENT:

Alicia Stickney

Public Input

None

General Items

1. Approve Park Board Minutes of April 4, 2019.

Approved. Irv motioned, Phyllis seconded: 7-0 Vote for approval

New Business

2. Park Master Plan Campground Discussion

Kurt gave an update about KLJ and DOJ with the Riverside Park master plan. It was brought up that the electrical outlets for the RV lots will need to be 5 feet from the ground. It was debated if we need electric for the campground or not. Water was discussed. Kurt brought his idea for the campground including gravel pads. We clarified the task order with KLJ; Trail work, property survey, layout for the campground, 2 more vault toilets. It was brought up that the conceptual map in the master plan did show the campground going above the pipeline running through the park and the city can not put anything above them. KLJ will go forward with a conceptual drawing of the park for future permitting and job bids. Kurt asked the board to create a subcommittee to go over the plans with him and Matt Wheeler with meetings on 3rd Thursdays. This subcommittee would only be for Riverside Park to make room for other discussions during Park Board meetings. The vault toilet should be open within the month. There will be a gravel and dirt slope up to it with a compacted gravel path on top of the berm to the boat ramp.

3. Lions Park Discussion

No update on Lions Park Discussion. Phyllis left during Item 2.

4. Kids Kingdom Discussion

No update. The board ran out of time.

Old Business

5. Riverside Park Update

Covered Item 2. Park Master Plan Campground Discussion

6. Park Permits Update

Park permits are being worked on. One permit for all parks in the city.

7. Jaycees Hall Update

No update from the representative. The roof was damaged by winds. Floors are still being looked at. Some discussion earlier during Item 2.

8. National Registry Update

No updates.

Other Items

No other items

Announcements

9. The next Park Board Meeting is 6.6.2019

Respectfully submitted,
Evan Bruce
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Park Board for the listed date.

Item Attachment Documents:

6. Resolution No. R19-18: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.

RESOLUTION NO. R19-18

**A RESOLUTION APPROVING A TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
2019 PAVEMENT DAMAGE REPAIR PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via City Council Resolution; and

WHEREAS, the City of Laurel requires KLJ's services to enable the City to complete the 2019 Pavement Damage Repair Project as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and City Staff is recommending approval of the attached Task Order.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor/CAO are hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

May 22, 2019

Kurt Markegard
Public Works Director
City of Laurel
Via email: kmarkegard@laurel.mt.gov

Re: 2019 Pavement Damage Repairs

Dear Kurt:

Enclosed is the Task Order for review and approval. This scope of work covers KLJ's services for design of the entire project, plus bidding, construction administration, on-site resident project representative, construction staking, geotechnical QA testing and project close-out for construction.

As a reminder, the master services agreement (Agreement) that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. Please let me know if you'd like additional copies of the Agreement for reference.

Once again, thank you very much for this opportunity. We look forward to working with you!

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Carl Jackson', written over a light blue circular stamp.

Carl Jackson, PE

Enclosure(s): as noted
cc: file

Task Order: 2019 Pavement Repairs

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: June 4th, 2019
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title): 2019 Pavement Repairs**
- E. Specific Project (description): Pavement repairs and patching throughout town to address winter damage.

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: 2019 Pavement Repairs" attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services

Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.
- 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:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order: 2019 Pavement Repairs” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following:

A. Provide a budget for construction

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [five (5)] copies of the draft final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [thirty (30)] days of Owner’s authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [fifteen (15)] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [five (5)] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [fifteen (15)] days of the receipt of Owner’s comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

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)	\$[49,135.00]	[Hourly]
a. Study and Report Phase (A1.01)	\$[-]	[-]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[12,060.00]	[Hourly]
c. Bidding or Negotiating Phase (A1.04)	\$[6,675.00]	[Hourly]
d. Construction Phase (A1.05)*	\$[8,400.00]	[Hourly]
e. Resident Project Representative Services* (A1.05.A.2).	\$[22,000.00]	[Hourly]
f. Post-Construction Phase (A1.06)	\$[-]	[-]
g. Commissioning Phase (A1.07)	\$[-]	[-]
h. Other Services (see A1.08, and 2.D above)	\$[-]	[-]
TOTAL COMPENSATION (lines 1.a-h)	\$[49,135.00]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[Hourly]

*Based on a [five (5)] -week continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

Exhibit A (10 pp.)

10. Other Documents Incorporated by Reference:

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 June 4, 2019.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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: _____

Title: Director of Public Works

Title: _____

Address: PO Box 10
Laurel, MT 59044

Address: _____

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

E-Mail Address: _____

Phone: 406-628-4796

Phone: _____

Engineer's Services for Task Order: 2019 Pavement Repairs

PART 1—BASIC SERVICES

The project will consist of preparing bidding documents to encompass the quantities identified during the field visit on or around April 10, 2019 and listed in the Preliminary Engineer's Opinion of Probable construction Cost dated April 10, 2019. The documents will include requirements for the various types of work and a rough outline of the locations to solicit unit prices, but it is assumed that the exact quantities and locations will be modified in the field based on Owner's budget constraints.

A1.01 *Study and Report Phase Services – Not Used*

A1.02 *Preliminary Design Phase – Not Used*

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
4. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
5. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
6. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of bids or negotiations with bidders.
 - 4. Consult with Owner as to the qualifications of bidders.
 - 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by bidders, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 - 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *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.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - a. Fee assumes five (5) weeks of full-time observation at forty (40) hours per week.
 - b. Fee assumes all testing will be the responsibility of the selected Contractor.
3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
5. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather 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, as assisted by the Resident Project Representative, if any. 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.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
13. *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.
14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
15. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other 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 and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
17. *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 Paragraph A2.01.B.2 of this Exhibit A.

18. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *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:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is

performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

21. *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 approved as provided under Paragraph A1.05.A.17. 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.
22. *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.
23. *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. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
24. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to

Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase – Not Used*

A1.07 *Commissioning Phase - Not Used*

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, 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 specific Task Order to be included 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 specific Task Order.
1. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 3. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 4. Furnishing services of Consultants for other than Basic Services.
 5. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 6. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 8. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 9. 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.
- 10. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 11. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 12. 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.
- 13. 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.
- 14. Overtime work requiring higher than regular rates.
- 15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 17. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- 18. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

19. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included 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 specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Item Attachment Documents:

7. Resolution No. R19-19: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.

RESOLUTION NO. R19-19

**A RESOLUTION APPROVING AN AMENDMENT TO TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
EAST 6TH STREET RECONSTRUCTION PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmas, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via City Council Resolution; and

WHEREAS, the City of Laurel requires KLJ's services to enable the City to complete the East 6th Street Reconstruction Project as described in the attached Amendment to Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and City Staff is recommending approval of the attached Amendment to Task Order.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment to Task Order: East 6th Street Reconstruction authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Amendment to Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Amendment to Task Order: East 6th Street Reconstruction

1. Background Data:

- a. Effective Date of Task Order: April 3, 2018
- b. Owner: City of Laurel
- c. Engineer: Kadrmas, Lee & Jackson, Inc (dba "KLJ")
- d. **Specific Project:** **East 6th Street Reconstruction**

2. Description of Modifications

- a. Engineer shall perform Additional Services as follows:
 - 1. Provide all services specified in the following sections of the Master Service Agreement:
 - a. Exhibit A - A1.05 Construction Phase
 - b. Exhibit A - A1.06 Post-Construction Phase
 - c. Exhibit D - D1.01 Resident Project Representative (RPR) Services
 - 2. Provide construction staking as specified in Project Manual for East 6th Street Improvements, Laurel, MT, dated April 2019 (Project Manual), in Section 01050 Field Engineering. In addition, conduct an elevation survey of structure foundations adjacent to the water main trench and obtain pre-construction condition photos prior to dewatering operations commencing.
 - 3. Through Engineer's subconsultant, provide quality assurance testing specified in Section 01400 of Project Manual, at frequencies recommended by Engineer.
 - 4. The following breakdown is the basis for Engineer's compensation to complete services describe in items 1-3 above. Additional Services required by Engineer in excess of the below parameters will be provided in accordance with Part 2 of the original Task Order.
 - a. 60 calendar day construction contract for RPR and office administration
 - b. 16 survey crew mobilizations
 - c. 40 trips to Site for quality assurance testing
- b. The responsibilities of Owner with respect to the Task Order are modified to include all of Owner's responsibilities include in the following sections of the Master Services Agreement:
 - 1. No Change in Owner's responsibilities from original task order.
- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$181,635.00
- d. The schedule for rendering services under this Task Order is modified as follows:
 - 1. Construction Phase Services are anticipated to be complete by September 2, 2019.
 - 2. Post-Construction Phase Services are anticipated to be complete by July 31, 2020.

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$126,770.00
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$181,635.00
d.	Adjusted Task Order amount:	\$308,405.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 4, 2019.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Item Attachment Documents:

8. Resolution No. R19-20: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project.

RESOLUTION NO. R19-20

**A RESOLUTION APPROVING AN AMENDMENT TO TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
EAST DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via City Council Resolution; and

WHEREAS, the City of Laurel requires KLJ's services to enable the City to complete the East Downtown Infrastructure Improvements Project as described in the attached document entitled Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements which is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached document and City Staff is recommending approval of the attached Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements is hereby approved and the Mayor is hereby authorized to execute the same on the City's behalf.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

May 22, 2019

Kurt Markegard
Public Works Director
City of Laurel
Via email: kmarkegard@laurel.mt.gov

Re: East Downtown Infrastructure Improvements

Dear Kurt:

Enclosed is the Amendment to Task Order for review and approval. This Amendment covers KLJ's services for design of the entire project, plus bidding, construction administration, on-site resident project representative, construction staking, geotechnical QA testing and project close-out for Phase 1 construction. It supplements the original Task Order for preliminary engineering and SID creation.

As a reminder, the master services agreement (Agreement) that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. In this case, we reference Exhibit D in the Amendment because the language in the Agreement is applicable to our scope of services. Please let me know if you'd like additional copies of the Agreement for reference.

Once again, thank you very much for this opportunity.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Carl Jackson'.

Carl Jackson, PE
Project Manager

Enclosure(s): as noted
cc: file

Amendment No. 1 To Task Order: East Downtown Infrastructure Improvements

1. Background Data:

- A. Effective Date of Task Order: November 6, 2018
- B. Owner: City of Laurel, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project:** **East Downtown Infrastructure Improvements**

2. Description of Modifications

- A. The Scope of Services to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

The Scope of Services of the Engineer is modified to define the following Parts described in Exhibit A, which is attached and made part of this Amendment No. 1:

- 1. Part A1.03 Preliminary Design Phase
- 2. Part A1.04 Final Design Phase
- 3. Part A1.05 Bidding or Negotiating Phase
- 4. Part A1.06 Construction Phase
- 5. Part A1.07 Post-Construction Phase

Design of the entire project is included in Amendment No. 1. However, Bidding/Negotiating, Construction and Post-Construction Phases will be divided into two phases. Phase 1 construction will be limited to water system and streets along Washington, Idaho and Ohio Avenues, bound by Main Street and E. First Street; sanitary sewer system in the alleys between Wyoming and Washington Avenues and between Idaho and Ohio Avenues; as well as, storm drain system along Idaho Avenue bound by E. First Street and Main Street. Phase 2 construction will include remaining streets, utilities and various other infrastructure improvements as described in the original Task Order and as further defined as depicted in Attachment 1 to Amendment No. 1. Project Bidding/Negotiating, Construction and Post-Construction Phase Services for the Phase 2 Project will require an additional Amendment to the Task Order.

Design and construction of improvements to Main Street at Washington Ave. and Idaho Ave. intersections are not anticipated except for accessibility ramps and potential modification to existing storm drain inlets on the north side. Improvements to Main Street frontage between Ohio Ave. and Alder Ave. will be limited to moving the north-side sidewalk away from the existing service station; construction timing thereof will be dependent on MDT concurrence with proposed improvements.

The following breakdown is the basis for Engineer's compensation to complete Phase 1 construction services describe above. Additional Services required by Engineer in excess of the below parameters will be provided in accordance with Part 2 of the original Task Order.

1. 75 calendar day construction contract for RPR and office administration
2. 16 survey crew mobilizations
3. 40 trips to Site for quality assurance testing

B. The responsibilities of Owner with respect to the Task Order are modified as follows:

1. Based on information provided by Engineer, make final determination of street cross section layout components including total width, parking type and sidewalk widths.
2. Promptly review design submittals from Engineer.
3. Provide payment for MDT and DEQ application review fees.

C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1A. Basic Services: Phase 1 and 2 Final Design Services (A1.04)	\$310,700.00	Lump Sum
1B. Basic Services (Phase 1): Bidding/Negotiating, Construction, and Post-Construction Services (A1.05 – A1.07)	\$179,500.00	Direct Labor
2. Basic Services (Phase 2): Bidding/Negotiating, Construction, and Post-Construction Services	\$ (td)	Direct Labor
TOTAL COMPENSATION – AMENDMENT NO. 1	\$490,220.00	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

D. The schedule for rendering services under this Task Order is modified as follows:

Engineer's services and compensation included in this Amendment are based on the premise that Phase 1 design and construction will be completed in 2019 without a winter shutdown.

E. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Change the project title from "LURA Infrastructure Improvements" to "East Downtown Infrastructure Improvements"
2. Exhibit A to Amendment No. 1 (12 Pages)
3. Project area is further defined as depicted in the attached "Attachment 1 to Amendment No. 1."

3. Task Order Summary (Reference only)

A. Original Task Order amount:	\$ 77,000.00
B. Net change for prior amendments:	\$ 0
C. This Amendment amount:	\$ 490,220.00
D. Adjusted Task Order amount:	\$ 567,220.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 4, 2019.

OWNER: City of Laurel, Montana

ENGINEER: Kadrmass, Lee & Jackson, Inc.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Engineer's Services for Task Order Amendment No. 1: LURA Infrastructure Improvements

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

As defined in the original Task Order: LURA Infrastructure Improvements

A1.02 Special Improvements District Creation Phase

As defined in the original Task Order: LURA Infrastructure Improvements

A1.03 Preliminary Design Phase

Preliminary Design Phase is excluded, as the scope of the Study and Report Phase Services defined in the original Task Order will provide the prerequisite design information and project constraints needed to proceed with the Final Design Phase.

A1.04 Final Design Phase

A. As Basic Services, Engineer shall:

1. Prepare construction Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Private Utilities: Coordinate with private utilities to identify potential utility conflicts with proposed improvements and to relay relocation requirements to utility owners as applicable. Scope includes facilitating one utility coordination meeting, and submitting design drawings with notifications to each utility at 50% and 100% design completion.
3. Street Reconstruction: Design new street with section as determined in Study and Report Phase Services of original Task Order, upon final review and acceptance of each block street section by Owner. Design new asphalt pavement section based on recommendations from geotechnical evaluation. This task includes establishing the typical section and then designing final roadway alignments, grades, and cross-sectional features including pavement, curb/gutter, valley gutters, sidewalks, accessibility ramps and drive approaches.
4. Water Distribution: Design water main replacement including water services from the new water main to the existing curb stop. Evaluate requirements for temporary water supply and incorporate into Contract Documents. Services include submitting necessary DEQ permit applications on behalf of Owner.
5. Sanitary Sewer System: Design sanitary sewer system replacement, including sanitary sewer services from the new main to the existing right-of-way. Services include submitting necessary DEQ permit applications on behalf of Owner.

6. Storm Drain System: Conduct a hydrologic and hydraulic analysis to determine adequate stormwater management improvement requirements. Design stormwater management system, consisting of storm drain piping and inlets, to adequately collect and convey surface runoff from the defined project area. Design or analysis of alternative stormwater storage or treatment solutions is not included, nor is design or analysis of alternative stormwater outfall(s) extending outside of the defined project area. If requested or determined to be necessary, these types of design and/or analysis would be provided as Additional Services.
7. Construction Traffic Control: Evaluate parameters and haul routes with Owner and MDT that are required for Contractor's construction traffic control plan. Require Contractor to provide construction traffic control plans to accommodate local traffic and property access. Engineer to provide review and approval of Contractor's traffic control plans with Owner's concurrence.
8. Traffic Control: Determine signing and pavement markings for permanent traffic control. This task does not include traffic operations analysis or traffic signal design, nor does it include a parking study.
9. Detail Drawings: Provide detail drawings of water, sanitary sewer, storm, street improvements and other supplemental design information as required for construction .
10. The project will be confined to existing right-of-way limits. However, existing fences, landscaping, retaining walls and similar features may be disturbed by construction. Since the extent of potential impacts is undetermined, the scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
11. Construction Documents: Prepare construction drawings and construction contract documents (project manual) for all improvements identified herein. Submit said documents to Owner for review at 90-percent completion. Revise documents one time based on Owner's review comments.
12. Engineer's Opinion of Probable Cost (EOC): Provide Owner with updated EOCs at 90% and 100% design completions.
13. Meetings and Status Reports: Facilitate ongoing discussions with Owner to provide a project status update and answer any questions that may arise. Provide weekly email status reports. Attend up to three (3) unscheduled site visits or meetings to discuss design and Owner's review comments.
14. Permits: Prepare submittal package to MT DEQ to seek design approval and permits for reconstruction of water and sanitary sewer system extensions. Prepare and submit an encroachment permit application and required environmental checklist to MDT.
15. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner.

16. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.05 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids for the Work and maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Consult with Owner as to the qualifications of prospective contractors.
 4. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.06 *Construction Phase*

- A. As Basic Services, Engineer shall:
 1. *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.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D of the Master Services Agreement, which is hereby incorporated by reference. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Specific to this Amendment No. 1, it is anticipated that 550 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 75 calendar days. RPR hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
4. *Neighborhood Meeting*: Engineer will attend and assist in one (1) neighborhood meeting. The meeting will primarily be informative to the public prior to beginning construction. Engineer will provide exhibits and/or preliminary drawings to assist with the discussion as needed. Preparation of 3-D renderings or similar artistic graphical displays is not included. Owner will send notifications for meeting invitations.
5. *Selection of Independent Testing Laboratory*: Through Engineer's Subconsultant, provide Quality Assurance testing services as specified in Section 01400 of the Project Manual, at frequencies deemed necessary by the Engineer.
6. *Pre-Construction Conference*: Facilitate a pre-construction conference prior to commencement of Work at the Site.
7. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
8. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction

Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

9. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
10. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform its work. The total number of Engineer's survey crew project site mobilizations included in the tasks above is six (6). Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
 - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
 - b. Water main, services, valves and hydrants – stake water main, valves, hydrants and appurtenances.
 - c. Sanitary sewer main, services and manholes – stake manholes, services and appurtenances
 - d. Storm drain manholes, inlets and storm drain pipes at 50-foot intervals for pipes longer than 200-feet
 - e. Street centerline – stake subgrade at 50-foot intervals
 - f. Curb and gutter – stake backs of curb at 25-foot intervals
 - g. Signs – stake sign locations
 - h. Center of accessibility ramps
 - i. Curb intersection radius points
11. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated that one (1) Site visit per week, by the Engineer, will be sufficient for the Engineer to adequately observe and gauge the progress and performance of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather 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, as assisted by the Resident Project Representative, if any. 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.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
12. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
13. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. *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. Services related to additional design or construction review associated with Change Orders and Work Change Directives are not included and would be provided as Additional Services.

17. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
18. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
19. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other 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 and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
20. *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 Paragraph A2.01.B.2 of this Exhibit A.
21. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. *Change Proposals and Claims*: (a) Review and respond to Contractor's proposed changes to Work. Review each duly submitted change proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the change proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the change proposal.

(b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

23. *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:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. *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 approved as provided under Paragraph A1.05.A.17. 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.

25. *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.

26. *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. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

27. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In such cases, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.07 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Prepare and submit to Owner and DEQ, each, one set of record drawings, showing all construction modifications to the original design.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.08 *Commissioning Phase – Not Included*

A1.09 *Other Services – Not Included*

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advanced Written Authorization Required:* This portion of Amendment No. 1 is a supplement to Part 2 of the original Task Order. 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 specific Amendment No. 1 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 original Task Order.
1. Design of improvements other than those specifically identified in this Amendment No. 1 to the original Task Order.
 2. Design of those improvements identified in Amendment No. 1 to the original Task Order to extend outside of the project area defined in the original Task Order or extending beyond the existing rights-of-way.
 3. Preparation of bidding and/or construction documents for the Phase 2 project area, which is defined in this Amendment No. 1 to the original Task Order.
 4. Design of wastewater pumping systems.
 5. Design of stormwater pumping systems or treatment systems.
 6. Design of improvements to be constructed via trenchless methods.
 7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 8. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 9. 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.
 10. 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.

11. 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.
 12. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.06.A.9, and any type of property surveys or related engineering services needed for temporary or permanent easements, the transfer of interests in real property, and providing other special field surveys.
 13. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* This portion of Amendment No. 1 is a supplement to Part 2 of the original Task Order. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included 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 specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect additional design or construction review requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

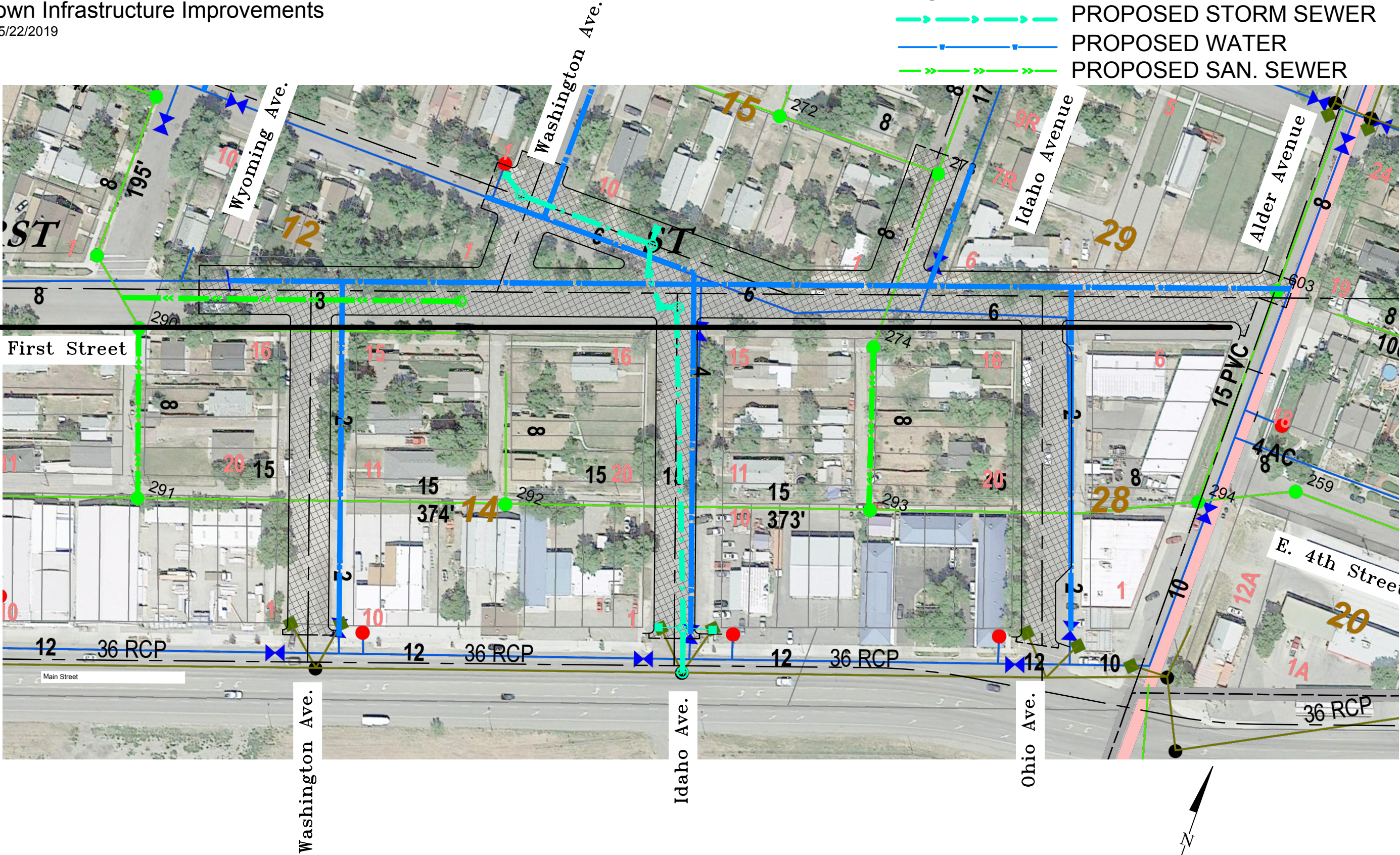
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Attachment 1 to Amendment No. 1
East Downtown Infrastructure Improvements
City of Laurel, MT 05/22/2019

- LEGEND:
- PROPOSED STORM SEWER
 - PROPOSED WATER
 - PROPOSED SAN. SEWER

Phase 2:
Preliminary & Final
Design Services
Only

Phase 1:
Preliminary & Final
Design, Bidding,
Construction &
Post-Construction
Services



Item Attachment Documents:

9. Resolution No. R19-21: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Laurel, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. R19-21 entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 119; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 4, 2019, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____; or were
absent: _____.

WITNESS my hand officially this 4th day of June, 2019.

City Clerk-Treasurer

RESOLUTION NO. R19-21

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 119; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

BE IT RESOLVED by the City Council (the "Council") of the City of Laurel, Montana (the "City"), as follows:

Section 1. Passage of Resolution of Intention. This Council, on May 7, 2019, adopted Resolution No. R19-14 (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. 119 of the City (the "District"), under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing a portion of the costs of certain local sidewalk improvements, including construction and installation of sidewalks, ADA-compliant ramps, drive and alley approaches and related improvements (the "Improvements"), and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creation and administration of the District and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on June 4, 2019, this Council conducted a public hearing to hear and pass upon protests against the proposed Improvements and the creation of the District. The public hearing was held at the first meeting of the Council following the expiration of the period ended 17 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, [__] ([__]) protests were filed with the City Clerk-Treasurer by the owners of property in the District subject to assessment for the Improvements, representing [____]% of the total estimated costs of the Improvements and costs incidental thereto to be assessed against the properties in the District, in accordance with the method of assessment in the Resolution of Intention.

Section 4. Creation of the District; Insufficiency of Protests. The Council determines that the protests made by owners in the District to be assessed for the cost of the proposed Improvements and incidental costs to be financed with the Bonds is not more than 50% of all of such costs of the Improvements and that the District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation of the District or the making of the Improvements filed during the Protest Period are hereby found to be insufficient. The findings and determinations made in the Resolution of Intention, including, without limitation, those relating to benefits conferred, the

assessment methodology and properties assessed, funding the Revolving Fund and securing the Bonds thereby, and using the proceeds of the Bonds to pay or reimburse the City for all or a portion of the costs of the Improvements and costs incidental thereto, are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Laurel, Montana, this 4th day of June, 2019.

Mayor

Attest:

City Clerk-Treasurer

Item Attachment Documents:

10. ResolutionNo. R19-22: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.

RESOLUTION NO. R19-22

A RESOLUTION OF THE CITY COUNCIL TO AMEND THE LARGE GRANT REQUEST PROGRAM PURSUANT TO THE RECOMMENDATION OF THE LAUREL URBAN RENEWAL AGENCY.

WHEREAS, the City Council previously created the Laurel Urban Renewal Agency (LURA), pursuant to Ordinance No. 08-09 as codified at Title 18, Chapters 18.02 and 18.04 of the Laurel Municipal Code, to provide input and recommendations regarding the most effective uses of resources gained from the Tax Increment Finance (TIF) District; and

WHEREAS, the City Council appointed a LURA Board of Commissioners, pursuant to Resolution No. R08-123, who are responsible for providing guidance and recommendations to the City Council as to the best use of unencumbered available tax increment funds consistent with the Urban Renewal Plan that was additionally adopted by the City Council and codified at Chapter 18.04.020 of the Laurel Municipal Code; and

WHEREAS, the City Council previously created a grant program called the Large Grant Request Program and the Program initially included a maximum grant of \$75,000 per eligible grantee for qualified projects which was subsequently raised to \$100,000 by the City Council through Resolution No. R17-05; and

WHEREAS, the LURA Board of Commissioners determined that based upon the program's success and the increasing numbers of requests for grants, that it is in the best interest of the City to further increase the maximum grant amount to \$225,000; and

WHEREAS, the City Council reviewed the recommendation provided by the LURA Board of Commissioners and Staff and has determined that increasing the maximum grant available through the Large Grant Request Program is consistent with the goals and objectives contained in the City's Urban Renewal Plan and is in the best interest of the City of Laurel and its citizens.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Large Grant Request Program is modified to increase the maximum available grant under such program from \$100,000 to \$225,000. The remaining terms and conditions of the Large Grant Request Program shall remain in effect.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

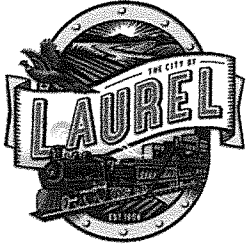
Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



Laurel Urban Renewal Agency

Request for Laurel Urban Renewal Agency Large Grant Program Budget Increase

April 24, 2019

Mr. Mayor and City Council Members,

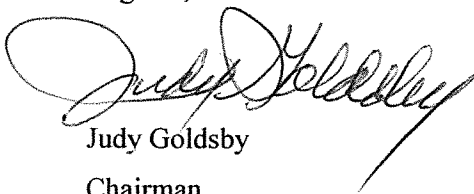
The Laurel Urban Renewal Agency respectfully requests the Laurel City Council consider an increase of the budget of the Large Project Grant program from \$100,000 to \$225,000. Discussions have taken place at multiple meetings on this subject and its importance for the Tax Incremental Financing District. Members of the Laurel Urban Renewal Agency voted on April 15, 2019 to seek an increase of the budget for the LURA Large Grant Program to \$225,000. Members have previously reported that requests for the Large Grant program totaled \$400,000 in 2018. Member support for this increase is a reaction to that increase in activity and publicity for the program.

This budget increase would ;

- Open up new funding supports for residents and businesses
- Create more opportunities for district residents and businesses to improve their community
- Give LURA members greater flexibility to allocate funding to prospective projects

Thank you for your consideration on this matter.

Regards,


Judy Goldsby
Chairman
Laurel Urban Renewal Agency

MINUTES
Laurel Urban Renewal Agency (LURA)
APRIL 15TH 2019, 11:00 AM CITY HALL CHAMBERS

General Items

1. Roll Call

Judy Goldsby	Nick Altonaga
Mardie Spalinger	Rick Herr
Don Smarsh	Tom Nelson
Daniel Klein	Michelle Deboer
Dean Rankin	
Janice Lehman	
Steve Solberg	
Linda Frickel	

General Items

2. Review and Approve minutes from March 18th, 2019.
Dan made the motion to approve the minutes and Dean seconded. Motion was carried.

New Business

3. Discussion for a funding increase in the Large Grant Program from \$100K to \$225K. Mardie made the motion and Don seconded. Motion was carried.
4. The LURA Grant Application for Darell Dyer was returned to him as it was incomplete and the Program states the Owner cannot do the improvements.
5. The LURA Grant Application for Katie Fjelstad was split into (3) smaller grants and (1) large grant.

Old Business

6. Reviewed and discussed the Grant Document updates.

Other Items

7. Discussion for extending the TIF District.

Announcements

8. The next meeting is May 20th, 2019.

Adjournment

9. Judy adjourned the meeting at 12:00pm.

Respectfully submitted,

Mardie Spalinger
Board Secretary

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

Item Attachment Documents:

11. Resolution No. R19-23: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

RESOLUTION NO. R19-23

**A RESOLUTION OF THE CITY COUNCIL APPROVING CERTAIN REVISIONS
TO THE CBA THROUGH A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAUREL AND LOCAL UNION
LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union negotiated a Collective Bargaining Agreement (“CBA”) which was approved by the Union and City Council; and

WHEREAS, the CBA contained a newly created shift for the police officers which prior to implementation of such shift, the parties determined additional revisions to the existing CBA were required; and

WHEREAS, the parties negotiated the attached Memorandum of Agreement (“MOA”) which contains the agreed upon revisions to the CBA; and

WHEREAS, approving the MOA will enable the Chief of Police to implement the newly created police officer shift.

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

Section 1: Approval. The attached MOA between the City of Laurel and the Union is hereby approved. The MOA will have the same effective date as the existing CBA.

Section 2: Execution. The Mayor and Clerk-Treasurer are given authority to execute the MOA on behalf of the City.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

R19-23 Local 303 Union Agreement Revisions MOA Police Officer Shift

May 21, 2019

Memorandum of Agreement

The City of Laurel, Yellowstone County, Montana hereinafter referred to as "Employer", and Local 303, American Federation of State, County and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union" and "Employee(s)", agree to revise the parties' collective bargaining agreement ("CBA"), and any other pertinent supplemental agreements or understandings between the parties for purposes of consistency with the revisions to the CBA as provided herein. The CBA shall be revised only as specifically provided herein and all remaining terms and conditions of the CBA shall remain unchanged and in full force and effect.

Term of Agreement. The term of the Memorandum of Agreement will be effective upon approval by Employer and the Union and shall continue with the same effective dates as the existing CBA.

ARTICLE VIII – HOURS OF WORK

The Employer and Union agree to the following revision:

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following. This shall exclude the 6/3 rotation and the 2/2/3 rotation set out below.

4. When working a 2-2-3 schedule any employee that works more than 80 hours in a 14-day work period will receive overtime pay for any hours worked above the 80 hours.

The Employer and Union agree to revise the following Language in Section 3 below as follows:

Section 3. Work Schedule:

- a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position.

Dated this _____ day of May, 2019

For City Of Laurel

Mayor

For Local 303

President, Local 303