



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, MAY 11, 2021
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R21-28

NEXT ORD. NO.
O21-03

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of April 27, 2021.
2. Approval of Revision on Minutes of February 9, 2021.

Correspondence

3. Fire Monthly Report - April 2021
4. Police Monthly Report - April 2021
5. Ambulance Monthly Report - April 2021
6. Building Department Monthly Report - April 2021
7. 2021-2025 Draft Statewide Transportation Improvement Program Correspondence
8. Pat Kimmert Resignation Letter - Emergency Services Committee

Council Disclosure of Ex Parte Communications

Public Hearing

9. An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction.

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.*

10. Claims entered through May 7, 2021.
11. Clerk/Treasurer Financial Statements for the month of June 2020.
12. Clerk/Treasurer Financial Statements for the month of July 2020.
13. Clerk/Treasurer Financial Statements for the month of August 2020.

14. Approval of Payroll Register for PPE 5/2/2021 totaling \$205,114.91.

Ceremonial Calendar

- [15.](#) Poppy Day Proclamation

Reports of Boards and Commissions

- [16.](#) Library Board Minutes of January 12, 2021.
- [17.](#) Library Board Minutes of February 9, 2021.
- [18.](#) Tree Board Minutes of April 15, 2021.
- [19.](#) City/County Planning Board Minutes of April 21, 2021.
- [20.](#) Laurel Urban Renewal Agency Minutes of March 15, 2021.
- [21.](#) Laurel Urban Renewal Agency Minutes of April 19, 2021.

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

- [22.](#) Resolution No. R21-28: Awarding Weave Consulting the Contract for the City of Laurel's Lion's Park Improvements Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
- [23.](#) Resolution No. R21- 29: Awarding Hardrives Construction the Contract for the City of Laurel's 2021 Pavement Maintenance Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
- [24.](#) Resolution No. R21-30: A Resolution of the City Council Approving a Task Order Between the City of Laurel and KLJ Engineering Inc. to Authorize Service for the Lindy Lane Sewer Line Replacement.
- [25.](#) Resolution No. R21-31: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Wharton Asphalt LLC For The Supply And Installation Of Asphalt For A City Project.
- [26.](#) Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (2nd Reading)

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of April 27, 2021.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

April 27, 2021

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 6:37 p.m. on April 27, 2021.

COUNCIL MEMBERS PRESENT: Emelie Eaton Heidi Sparks
 Bruce McGee Richard Herr
 Scot Stokes Irv Wilke
 Richard Klose Don Nelson

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Bethany Langve, Clerk/Treasurer
 Stan Langve, Police Chief
 Jackson Booth, Police Officer
 Colt, K-9

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 April 13, 2021, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through April 23, 2021.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 4/18/2021 totaling \$192,766.22.**
- **Council Workshop Minutes of December 15, 2021.**
- **Council Workshop Minutes of January 5, 2021.**
- **Council Workshop Minutes of January 19, 2021.**
- **Council Workshop Minutes of February 2, 2021.**

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.

A Council Member noticed a typo on the Consent Agenda. The year should be 2020 and not 2021 for the December 15th Council Workshop Minutes.

A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

DRAFT

Council Minutes of April 27, 2021

CEREMONIAL CALENDAR:

- K-9 Officer Ceremony

Police Chief Stan Lange gave a brief overview of the process to bring a K-9 into the Department. He anticipated this process to take approximately two years to fundraise enough funds to get a K-9. This is the first dog the Department has had in the last twelve years. The Community's support has been phenomenal. The program was funded through donations. Officer Booth did many hours of work on his own time to bring this to fruition.

Police Chief Stan Langve pinned Officer Booth with his K-9 collar brass.

Police Officer Booth stood in for K-9 Colt for the swearing-in ceremony. K-9 Colt received his shield.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of April 13, 2021.
- Tree Board Minutes of March 18, 2021.
- Park Board Minutes of April 1, 2021.
- Public Works Committee Minutes of March 15, 2021.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

Council Member McGee stated he would like to bring Resolution No. R19-07, which was tabled before Council.

Motion by Council Member McGee to approve Resolution No. R19-07, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. Council Members Member Nelson voted aye. Council Members Sparks, Herr, Wilke, Klose, Stokes, McGee, and Eaton voted nay. Motion failed 1-7.

- **Resolution No. R21-27: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With All Seasons Roofing For Repairs And Installation Of Roofing Materials At The Fire, Police, Ambulance (FAP) Building and The Library.**

Motion by Council Member Sparks to approve Resolution No. R21-27, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings, And Construction. First Reading**

Motion by Council Member Klose to adopt Ordinance No. O21-03, seconded by Council Member Wilke. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Klose, Nelson, Stokes, McGee, and Eaton voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Council noted they are grateful for our Law Enforcement Officers. Thank you for your service.

MAYOR UPDATES:

Mayor Nelson stated all Laurel Emergency Services do a fantastic job. Very grateful that with all the incidents in the last two weeks, all officers could go home safe.

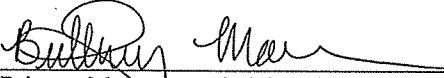
UNSCHEDULED MATTERS: None.

DRAFT

ADJOURNMENT:

Motion by Council Member Herr to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:02 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 11th day of May 2021.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

2. Approval of Revision on Minutes of February 9, 2021.

MINUTES OF THE CITY COUNCIL OF LAUREL

February 9, 2021

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Council President Eaton at 6:33 p.m. on February 9, 2021.

COUNCIL MEMBERS PRESENT: Emelie Eaton Heidi Sparks
 Bruce McGee Richard Herr
 Scot Stokes Irv Wilke
 Richard Klose

COUNCIL MEMBERS ABSENT: Don Nelson

OTHER STAFF PRESENT: Sam Painter, City Attorney
 Bethany Langve, Clerk/Treasurer

Council President Eaton led the Pledge of Allegiance to the American flag.

Council President Eaton asked the Council to observe a moment of silence.

MINUTES:

Motion by Council Member Sparks to approve the minutes of the regular meeting of January 26, 2021, as presented, seconded by Council Member Herr. There was no public comment or Council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Airport Authority Minutes of December 1, 2020.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through February 5, 2021.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 1/24/2021 totaling \$191,118.18.**

Council President Eaton asked if there was any separation of consent items. There was none.

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Public Works Committee Minutes of January 11, 2021.
- Park Board Minutes of January 7, 2021.
- Park Board Minutes of January 27, 2021.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Closed Executive Session**

Council was in a closed executive session from 6:38 p.m. to 4:42 p.m.

**Time Should Read 7:42 p.m.
Not 4:42 p.m.**

- **Resolution No. R21-08: Resolution Authorizing the Mayor to Execute a Settlement Agreement to Resolve a Dispute With Iron Horse Subdivision.**

Motion by Council Member McGee to approve Resolution No. R21-08, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Council Member Sparks has been appointed to the Beartooth RC&D Board.

Council Member Sparks stated in October; she applied for committees through the National League of Cities and Towns. She was appointed to the Public Safety and Crime Prevention Committee. She will sit on this committee for the next year.

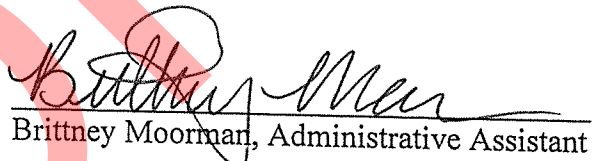
MAYORS UPDATE: None.

UNSCHEDULED MATTERS: None.

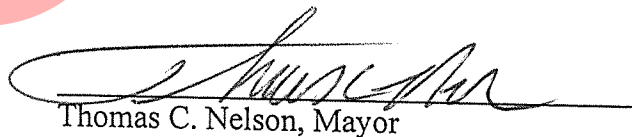
ADJOURNMENT:

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

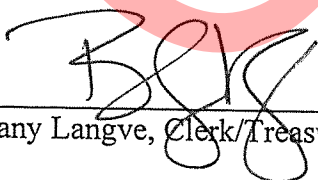
There being no further business to come before the Council at this time, the meeting was adjourned at 7:45 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of February 2021.


Thomas C. Nelson, Mayor

Attest:


Bethany Langve, Clerk/Treasurer

File Attachments for Item:

3. Fire Monthly Report - April 2021



Laurel Fire Department

Report for the Month of Apr-21

	Calls	Hours
Structure Fires	1	8
Wildland Fires	9	166
Extrications	10	320
Other Rescues		
Alarms	5	38
Medical Assist.	8	68
Severity Staffing		
Other calls	5	51
	38	651
	Totals	
Fire Prevention		
Total Training		361
Total Maintenance		60
Community Service		
	Total	
		1072

Announcements: Mutual Aid to worden for Grass fire- 2 DNRC trucks and T-2 responded with 5 firefighters-64 hours

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.

File Attachments for Item:

4. Police Monthly Report - April 2021



Laurel Police Department

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

Total Calls

Printed on May 1, 2021

[CFS Date/Time] is between '2021-01-01 00:00' and '2021-02-28 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	13	13
: Agency Assist	87	87
: Alarm - Burglary	20	20
: Alarm - Fire	6	6
AMB : Ambulance	153	153
: Animal Complaint	12	12
: Area Check	8	8
: Assault	11	11
: Bad Checks	0	0
: Barking Dog	5	5
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	8	8
: Civil Complaint	13	13
: Counterfeiting	1	1
: Criminal Mischief	14	14

Code : Description	Totals	
: Criminal Trespass	14	14
: Cruelty to Animals	2	2
: Curfew Violation	3	3
: Discharge Firearm	1	1
: Disorderly Conduct	9	9
: Dog at Large	15	15
: Dog Bite	3	3
DUI : DUI Driver	22	22
: Duplicate Call	1	1
: Escape	0	0
: Family Disturbance	20	20
: Fight	6	6
FIRE : Fire or Smoke	32	32
: Fireworks	2	2
: Forgery	1	1
: Found Property	7	7
: Fraud	9	9
: Harassment	7	7
: Hit & Run	7	7
: Identity Theft	1	1
: Indecent Exposure	0	0

Code : Description	Totals	
: Insecure Premises	3	3
: Intoxicated Pedestrian	0	0
: Kidnapping	0	0
: Littering	1	1
: Loitering	0	0
: Lost or Stray Animal	41	41
: Lost Property	7	7
: Mental Health	43	43
: Missing Person	2	2
: Noise Complaint	6	6
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	16	16
: Possession of Alcohol	0	0
: Possession of Drugs	1	1
: Possession of Tobacco	3	3
: Privacy in Communications	3	3
: Prowler	0	0
: Public Assist	92	92
: Public Safety Complaint	28	28
: Public Works Call	48	48

Code : Description	Totals	
: Report Not Needed	9	9
: Robbery	0	0
: Runaway Juvenile	3	3
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	10	10
: Suspicious Activity	150	150
: Suspicious Person	18	18
: Theft	62	62
: Threats	8	8
: Tow Call	0	0
: Traffic Accident	47	47
: Traffic Hazard	15	15
: Traffic Incident	26	26
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	211	211
: Unattended Death	4	4
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0

Code : Description	Totals	
: Unlawful Use of Motor Vehicle	1	1
: Vicious Dog	1	1
: Warrant	31	31
: Welfare Check	13	13
Totals	1423	1423

File Attachments for Item:

5. Ambulance Monthly Report - April 2021



Laurel Emergency Services Report to ESC 4/26/21:

2020

1090 requests for service

159 times LEMS was unavailable

72 times AMR was unavailable*

288 responses in Ward 5 = 27% of calls outside of the city of Laurel

March 2021:

Requests	117
Missed Calls	10 = 9%
Shortest Delay	15 minutes
Longest Delay	1 hour & 20 minutes
Average Delay	30 minutes
Fire Driver Available	26 times
QRU Response With 1 Provider	5 times
On A Previous Call	4 times
No Crew / Provider Available	1 time
AMR Transported	5 times
Columbus Transported	0 times
Park City Transported	1 time
POV Transport	4 times

* 30 responses in Ward 5 = 26 % of calls outside of the city of Laurel

2021 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2021
Requests	92	98	117										
Missed Calls	8=9%	2=3%	10=9%										
Shortest Delay (minutes)	20	43	15										
Longest Delay (minutes)	45	70	80										
Average Delay (minutes)	25	47	30										
Fire Driver Available	11	21	26										
QRU Response w 1 Provider	6	1	5										
On A Previous Call	3	1	4										
No Crew / Provider Available	0	2	1										
AMR Transported	4	1	5										
Columbus Transported	0	0	0										
Park City Transported	1	0	1										
POV Transport	3	1	4										
Responses in Ward 5	21=23%	40=41%	30=26%										

Other Reporting Information:

Staffing:

- 5 full time staff consisting of 3 Paramedics, 1 MT AEMT, 1 EMT with Endorsements
 - 16 volunteer staff consisting of 5 Paramedics, 11 EMTs with varying Endorsements
 - 4 volunteer staff recently approved to bring on the roster consisting of 1 Paramedic and 3 EMTs
- Total 25 staff members**

Projects:

- Training program updates to include train the trainer, training manual, tiered program
- OSHA requirements for immunizations, EMS safety standards etc.
- Narcotic tracking, storage, usage, documentation policy changes
- Communication Committee created to work on things such as:
 - Community outreach / education
 - Update new employee training
 - Education and training
 - QI committee
- Supply tracking and ordering updates
- Scheduling
- Volunteer recruitment
- COVID station uniforms

Current List of Ambulances:

- 2007 Ford Ambulance - Care 3 – mileage 57,107
This is our main ambulance, fully stocked
- 1999 Ford Ambulance – Care 2 – mileage 119,979
This is our second out or back up ambulance, fully stocked
- 2019 Chevy Tahoe – QRU – mileage 6,733
This is our main QRU, it is stocked with a BLS kit and an ALS monitor
- 1998 Ford Expedition – Old QRU – mileage 113,636
This is not stocked, used as a secondary vehicle if needed and can be used by staff that live close and are willing to take call to respond

Billing Information:

From the collections department as of 3/23/21 status report 9/19-3/21:

- 95 accounts
 - 1 – incarcerated
 - 1 – no call to employment
 - 46 – actively being pursued
 - 5 – deceased
 - 23 – skip tracing
 - 8 – legal action filed
 - 1 – returned per client request
 - 3 – internal close/state
 - 6 – paid in full
 - 6 – partially paid
- Billed amount \$92,735.87
- Collected 2,815.87

2019 = 344 trips billed, total revenue approximately \$197,429.00, average collected per trip \$573.00
 2020=548 trips billed, total revenue approximately \$317,027.00, average collected per trip \$578.00

Needs / Wants:

- New Adult and Pediatric Packs for CARE 2 & 3 and the QRU so that all equipment is user friendly and consistent between trucks \$6000.00
- Glide Scopes \$7000.00. Ideally, we would like one for each unit
- Narcotic KNOX Box for QRU \$2167.00
- QRU supply shelf. We need to establish all of our equipment, such as the equipment packs, knox box etc before we can price
- Training Mannequin \$5433.00
- ATV vent \$4000.00. Ideally, we would like one for each ambulance
- Sleep quarters for crews. Working on estimated costs
- Ambulance. Working on estimated costs
- 4 Scoop Stretchers at \$1162.00 each
- Increased full time staff. Working on estimated costs

Grants:

- Firehouse Sub Shop Grant – 2 Glide Scopes for intubations
- Town Pump Volunteer Ambulance & EMT Services Grant – 3 Adult and 3 Pediatric Packs stocked with non disposable equipment
- PULSE (Partners United for Life Saving Education), SAMSHA Grant – Education opportunities – particularly for EMR training for Fire Drivers. 6 have committed to wanting this training. Endorsement training for current EMTs.
- Working on a trade with Lovell Ambulance for our old cot that we cannot use for a Training Mannequin and 4 Scoop Stretchers.

File Attachments for Item:

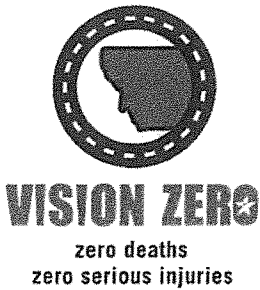
6. Building Department Monthly Report - April 2021

CITY OF LAUREL BUILDING DEPARTMENT MONTHLY REPORT

Apr-21			Year to Date 2021		
	Amnt	Valuation		Amnt	Valuation
New Construction			New Construction		
1 Single family	<u>0</u>	<u>\$0</u>	1 Single family	<u>0</u>	<u>\$0</u>
2 Duplex	<u>0</u>	<u>\$0</u>	2 Duplex	<u>0</u>	<u>\$0</u>
3 Multi-Family	<u>0</u>	<u>\$0</u>	3 Multi-Family	<u>0</u>	<u>\$0</u>
4 Hotel/Motel	<u>0</u>	<u>\$0</u>	4 Hotel/Motel	<u>0</u>	<u>\$0</u>
5 Commercial	<u>0</u>	<u>\$0</u>	5 Commercial	<u>1</u>	<u>\$200,000</u>
6 Garage/Carport	<u>0</u>	<u>\$0</u>	6 Garage/Carport	<u>1</u>	<u>\$8,957</u>
7 Mobile Home	<u>9</u>	<u>\$145,000</u>	7 Mobile Home	<u>12</u>	<u>\$149,300</u>
Total New:	<u>9</u>	<u>\$145,000</u>	Total New:	<u>14</u>	<u>\$358,257</u>
Remodel and Additions			Remodel and Additions		
8 Residential	<u>0</u>	<u>\$0</u>	8 Residential	<u>3</u>	<u>\$33,281</u>
9 Commercial	<u>1</u>	<u>\$45,000</u>	9 Commercial	<u>3</u>	<u>\$72,324</u>
10 R. Fence/Roof/Siding	<u>7</u>	<u>\$6,315</u>	10 R.Fence/Roof/Siding	<u>20</u>	<u>\$84,093</u>
11 C.Fence/Roof/Siding	<u>2</u>	<u>\$31,086</u>	11 C.Fence/Roof/siding	<u>2</u>	<u>\$31,086</u>
12 Sign/Temp Structure	<u>2</u>	<u>\$5,390</u>	12 Sign/Temp Structure	<u>5</u>	<u>\$26,820</u>
Total R & A	<u>12</u>	<u>\$87,791</u>	Total R & A	<u>33</u>	<u>\$247,604</u>
Grand Total:	<u>21</u>	<u>\$232,791</u>	Grand Total:	<u>47</u>	<u>\$605,861</u>

File Attachments for Item:

7. 2021-2025 Draft Statewide Transportation Improvement Program Correspondence



Montana Department of Transportation

2701 Prospect
PO Box 201001
Helena MT 59620-1001

Greg Gianforte, Governor
Malcolm "Mack" Long, Director

April 30, 2021

LAUREL CITY COMMISSION
PO BOX 10
LAUREL MT 59044-0010

Subject: 2021-2025 Draft Statewide Transportation Improvement Program

The Project Analysis Bureau of the Montana Department of Transportation (MDT) will soon publish the draft 2021-2025 Statewide Transportation Improvement Program (STIP), a list of transportation improvements planned for Montana during the next five years. Federal law requires MDT to present the draft STIP to the public and consider all comments.

In an effort to reduce costs, we are offering you the opportunity to review and comment on the draft STIP on-line. To view this document electronically, go to <http://www.mdt.mt.gov/pubinvolve/stip.shtml>.

If you would like a hard copy, simply write your name and address on the enclosed postage-paid card and mail it to us as soon as possible. We will be happy to send you the printed version. If you want us to remove your name from the notification list, check the "remove" box and fill in your address.

Please review the draft STIP and send us your comments, especially for projects in your area. If you send in your comments electronically, address them to paujohnson@mt.gov. The comment period runs through **May 31, 2021** so be sure to submit any comments prior to that date, so we can consider them for the final document.

Once the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the final STIP, we will notify you that copies are available. If you have any questions or comments, feel free to call me at (800) 714-7296 or (406) 444-7259.

Thank you for your assistance,

A handwritten signature in black ink that reads "Paul Johnson".

Paul Johnson, Manager
Project Analysis
Rail, Transit and Planning Division

Enclosure

File Attachments for Item:

8. Pat Kimmet Resignation Letter - Emergency Services Committee

From: Kimmet, Pat <Pat.Kimmet@chsinc.com>
Sent: Thursday, April 1, 2021 3:31 PM
To: Bethany Langve <cityclerk@laurel.mt.gov>
Cc: Irwin, Jim <Jim.Irwin@chsinc.com>; pat.kimmet@outlook.com
Subject: Retirement

Hi, Bethany. I hope all is well with you.

I wanted to let you know that I am now retired.

It has been my pleasure to work with you and the City team (although I haven't been attending meetings because of COVID). I really appreciate what you folks do and would appreciate it if you would pass my appreciation on to everyone there.

CHS/Cenex/Farmers Union Central Exchange and the City of Laurel have had a great partnership for many many decades (since the 1930s) that has been beneficial to everyone. I am thankful for all the many City representatives that have made that happen.

My replacement is Jim Irwin and I would recommend that he be asked to participate on the Emergency Services Committee.

I will continue to have my home just outside of Laurel in Saddleback but if I can be of assistance of any kind please feel free to call or email.

I have enjoyed working with you, Bethany! Thanks!

Be Safe

Pat

Pat Kimmet
Refinery Manager
CHS Inc. Laurel Refinery
P.O. Box 909
803 Hwy 212 So.
Laurel, MT 59044
Phone: 406-628-5220 FAX: 406-628-5397
email: Pat.Kimmet@CHSInc.com

File Attachments for Item:

15. Poppy Day Proclamation

Poppy Proclamation

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I, Thomas C. Nelson of the City of Laurel, County of Yellowstone, Montana, do hereby proclaim this 28th day of May, 2021, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of City of Laurel, Montana this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasrer

File Attachments for Item:

16. Library Board Minutes of January 12, 2021.

MINUTES
CITY OF LAUREL
Library Board

01/12/2021

06:00 PM

Laurel Public Library

COMMITTEE MEMBERS PRESENT:

Vacant	X Arthur Vogeles, Board Chair
X Bill Hanson, Vice-Chairman	X Samantha Barnhart – via phone
X Nancy Schmidt, Secretary	Vacant
X Clair Killebrew – Foundation Liaison	

OTHERS PRESENT:

1. Public Input

Citizens may address the committee regarding any item of city 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 committee will not take action on any item not on the agenda.

- a. Addressing the Board: Condolences to Arthur & his family on Dixie's passing from COVID-19. A memorial will be held at the library January 20th & 21st for the public to attend at their convenience.

2. General Items

- a. The minutes for September, October, November, and December 2020 were presented for approval. Bill motioned the minutes be approved as presented, Sam seconded the motion; motion passed.
- b. The library received a donation of \$50 from Ray Wells and memorials in Dixie's name.
- c. Circulation Report - Traffic: down 31.5%; circulation: all items circulated totaled 3,622 (including 490 eBooks), book circulation was down 10.3%, media circulation was down 51.2%, eBook checkouts for this month was 14.9% of total book circulation, we circulated 816 items to partners and 122 items from other libraries; computers: internet use was down 51.9%, children's use was even, wi-fi use : up 81.1%; patron cards: city registrations made up 42.6% of library users, county patrons 49.3% and non-resident registered patrons 4.4%. There were 55 tech assists in December.

3. New Business

- a. The Montana State Library has funding available to offer iPads, hotspots, and HP ProBooks to public libraries to make available for patron checkouts. Funds are provided through IMLS (Institute of Museum and Library Services) for FY 2021.

We have been given 4 iPads, 8 hotspots (6 are currently borrowed out to patrons) and 2 ProBooks with 4 more coming. Our patrons have been greatly appreciative of these items being made available at no charge.

- b. We are planning on having a book sale for 2 weeks again this spring. The tentative dates are March 22 – April 3, 2021. Again, we are hoping to reach a goal of over \$3,000 to help pay for new books.
- c. Currently there are two openings on the library board: vacancy caused by Dixie's passing and the Board removal of Emilie. Arthur emailed Mayor Nelson asking for guidance on filling these positions. Mike will post the openings on Facebook and the library website. We have no other information to offer at this time.
- d. With the election of the new Governor, we need to revise our mask policy for library patrons. Library staff provided input on what they wanted most in the new policy. The updated Mask Policy was presented to the Board for approval. Bill motioned the policy be adopted as presented, Sam seconded the motion; passed.
- e. The Montana State Library has presented its options for updating the Public Library Standards for Administrative Rules. The biggest difference will be the language defining whether a library meets Essential Standards or Excellent Standards of Service. We have to meet the essential service criteria to receive funding from the State Library but we will always strive for excellent service.

4. Old Business

- a. The library will receive about \$6,800 reimbursement through the CARES Act funding. Once there is a determination concerning where these funds are to be expended, we will decide what to do with them. An email will be sent to the Clerk/Treasurer requesting more information at a later date.
- b. Nancy has been sent a notice from Bethany that there will be a budget amendment made for funds to be directed to the library. This funding is in response to some items being budgeted less than actual and revenues being greater due to increased property taxes. The budget amendment was for \$6,230.57 for FY 19/20.
- c. Under Foundation business the library staff recommends a Dip Jar for donations to the Foundation. The cost of this item is about \$350 for the collection device and \$150 annual cost to administer the funding plan. There was also discussion on creating a "Giving Tree" for donor acknowledgement and plans to create memorial nook in honor of Dixie in the children's area.

5. Other Items

- a. Upcoming Items:
Chris, Fred, and Nancy have a significant amount of vacation time to use before

March 31st. We will try to get them scheduled sooner rather than later so they don't lose any time.

6. Announcements

- a. Next regular meeting is Tuesday, February 9, 2021 at 6:30 pm in the Community Room of the Laurel Public Library. Meetings from this date forward will stay on the 2nd Tuesday of each month but will start at 6:30 pm.

Bill motioned the meeting be adjourned at 6:49 pm. Sam seconded the motion, meeting adjourned.

Respectfully submitted,



Nancy L Schmidt
Secretary for the Board

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

File Attachments for Item:

17. Library Board Minutes of February 9, 2021.

MINUTES
CITY OF LAUREL
Library Board

02/09/2021

06:30 PM

Laurel Public Library

COMMITTEE MEMBERS PRESENT:

Vacant

Bill Hanson, Vice-Chairman

Nancy Schmidt, Secretary

Clair Killebrew – Foundation Liaison

Arthur Vogeles, Board Chair

Samantha Barnhart – via phone

Vacant

Meeting canceled – extremely cold weather and furnace not working at library!

OTHERS PRESENT:

1. Public Input

Citizens may address the committee regarding any item of city 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 committee will not take action on any item not on the agenda.

2. General Items

- a. Circulation Report - Traffic: down 38.22%; circulation: all items circulated totaled 4,205 (including 461 eBooks), book circulation was down 6.8%, media circulation was down 50.5%, eBook checkouts for this month was 12.13% of total book circulation, we circulated 1,015 items to partners and 244 items from other libraries; computers: internet use was down 50.8%, children's use was down 94.8, wi-fi use : up 63.1%; patron cards: city registrations made up 53.4% of library users, county patrons 48.9% and non-resident registered patrons 2.2%. There were 32 tech assists in January.

3. New Business

4. Old Business

5. Other Items

6. Announcements

- a. Next regular meeting is Tuesday, March 9, 2021 at 6:30 pm in the Community Room of the Laurel Public Library.

Respectfully submitted,

Nancy L Schmidt

Nancy L Schmidt
Secretary for the Board

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

File Attachments for Item:

18. Tree Board Minutes of April 15, 2021.

Minutes
City of Laurel
Tree Board
4/15/21 9:30 AM

Council Conference Room

Attending by Zoom: LuAnne Engh

Attending: Matt Wheeler, Richard Herr, Walter Widdis, Dale Ahrens, Phyllis Bromgard

1. Public Input
 - a. No public attending

2. General Items
 - a. March minutes approved –
 - b. Laurel Arbor Day May 4, 2021 Thomson Park “Stay Wild” Design from artist is Brislyn Maharrey – age 9 –
 - c. PUNCH LIST BEFORE ARBOR DAY
 - Bathrooms & trailer** – Matt
 - Food** – DALE - SOW trailer with either cold or hot lunches depending on the county guidelines. 185 students include the Christian schools and home schoolers.
 - Vendor Hospitality** – DALE to order the sandwich
 - Microphone** – DALE
 - Program** – LuAnne & Kurt
 - Vendors** – LuAnne to send out the schedule
 - Fire truck & American Legion** - LuAnne will contact them
 - **Trees** – Aaron and Matt – to work out purchase order for one Brando Elm and one Spring Crab. Another tree (Brandon Elm) will come out of the Walmart grant from the school account.

-Shirts – we are ordering 26 shirts in Cherry Red for the committee, some vendors and student artist and a drawing of special students. Walt is working with them on the design. Looks like we may need to pay for the artwork as they contract that out now.

-Donors on the back of the shirts – So far it is Walmart, DNRC, NWE, Dynamic, SOW and possibly Meadow Gold. Other donors and the vendors will be mentioned in the program.

-Thank yous – Dale will make up a thank you for Walmart, DNRC and NEW with a picture of Arbor Day, a note from our committee and thank yous from students. LuAnne will thank the vendors.

3. New Business

4. Old Business

- a. Tree Trimming
- b. Nick's plans for a method to help businesses replace the downtown trees that have died.

5. Other Items

- a. 8th Ave trees – Cenex needs help/advice on tree selection.
- b. Volunteer hours - Please keep your hours.
- c. South Park is on track for Summer construction of the dock/walkways. They are short \$30K to finish the walkways with the dock.

6. Announcements

- a. Next meeting – May 18th– 9:30

LuAnne Engh, Chairman

File Attachments for Item:

19. City/County Planning Board Minutes of April 21, 2021.



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, APRIL 21, 2021
5:35 PM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair called the meeting to order at 5:44PM.

Roger Giese
Dan Koch
Gavin Williams
Judy Goldsby
Jon Klasna (Arrived at 5:44pm)

Nick Altonaga (City of Laurel)

General Items

2. Approve Meeting Minutes: March 17, 2021

The Chair presented the minutes from March 17, 2021.

Dan Motioned to Approve the minutes from March 17, 2021.
Evan Seconded.
Motion Carried.

3. Public Hearing: Lazy KU Subdivision

Nick presented the staff report and information regarding the Major Preliminary Plat Application for the Lazy KU Subdivision.

Judy: What is the situation for Fire suppression?

Aaron Redland, the representative from the developer was present to discuss the item.
30,000gal tank will be constructed for fire suppression

Judy: What about the individual properties?

Aaron: Each property will have wells and drainfields servicing their properties.
Aaron: There are CCNRs as well to limit certain types of development.

Lot 12 is up in the air as there are quality concerns. Might have a community septic system.
What will happen with lot 1?

Aaron: Depends on the market and the demand for these lots.

Roger: Any plans for apartment complexes?

Aaron: Right now, we only plan to do single family homes.

Sidewalks allowed?

Aaron: These are not required for County development.

Dan: Will there be paved roads or gravel roads?

Aaron: the roads will be paved as per the SIA and Plat plan.

The Chair called the meeting back to order.

The Chair Called for Proponents.

Aaron Redland, Project Manager for WWC Engineering. Looking to develop the property into 10 1-acre tracts. It was the only area on her property with drain fields and cisterns, due to water issues throughout the adjacent section land.

DEQ is in process and has the specifications. DEQ should have the comments back to the end of the month. This first went through Billings Planning so it is a few months behind schedule but the property owner is understanding. There will be RSIDs on the Roads and the Parkland.

Dan – Is there wells for potable water?

Aaron: Yes, the future property owner will have to drill their own wells at the time of construction.

Dan – Are all the lots sold?

Aaron: We have 2 left. The others are reserved.

The Chair Called for Proponents.

The Chair Called for Proponents.

The Chair Called for Opponents.

The Chair Called for Opponents.

The Chair Called for Opponents.

Gavin Motioned to approve the Major Preliminary Subdivision of the Lazy KU Subdivision with the Staff Conditions provided in the staff report.

Jon Seconded.

Motion Carried.

New Business

4. Sign Review: Main Street Perk

The Planning Board reviewed the application for the sign for the Main Street Perk.

Gavin Motioned to Approve the sign for the Main St. Perk.

Evan Seconded.

Motion Carried.

5. Sign Review: Cloudz Vape

Nick presented the Sign for Cloudz Vape located in the plaza off of SE 4th Street. Members discussed the processing for signage and the permitting and costs associated.

Gavin Motioned to Approve the Cloudz Vape Sign Installation.

Jon Seconded.

Motion Carried.

Old Business

Other Items

6. Project Updates

- The proposed Northwestern Energy Power Plant.
 - Possible location
 - Needs of the plant.
 - Water rights
 - Utilities
 - How it will work
- Dyer PUD along E. 8th Street.
- Cherry Hills Subdivision. Will be done in 2 Filings.
- West Laurel Interchange Study
- Croell Cement Plant.
- Harmon Subdivision.
- CIP in Process
- Zoning Code Update- Pending, having time.
- W. 4th Street properties within the County but on City Utilities. These are a priority for annexation.

Richard: How to incentivize development?

Jon: Should this NW Energy project come to pass, When Bridger Wind Project came through, would we be eligible for Community Impact Money? 64th St. – Surprised to see so many soil tests and preparations for subdivisions.

Announcements

Please send in a Letter of Interest for reappointment.

- Jon Klasna
- Ron Benner
- Karl Dan Koch.

7. Adjourn

Jon Motioned to Adjourn the Meeting.

Roger Seconded.

The Meeting was adjourned at 6:53PM.

8. Next Meeting: May 19, 2021

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

DATES TO REMEMBER

File Attachments for Item:

20. Laurel Urban Renewal Agency Minutes of March 15, 2021.



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, MARCH 15, 2021
11:00 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.*

1. Roll Call

No Quorum. No Meeting was held.

General Items

New Business

Old Business

Other Items

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

21. Laurel Urban Renewal Agency Minutes of April 19, 2021.



**AGENDA
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, APRIL 19, 2021
11:00 AM
LAUREL LIBRARY COMMUNITY ROOM**

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

1. Roll Call

The Chair called the meeting to order at: 11:02am

Mardie

Daniel

Don Smarsh

Judy Goldsby

Nick Altonaga (City of Laurel)

Leslie Atkins (applicant)

Dennis Eaton (arrived at 11:20am)

General Items

2. Approve Meeting Minutes: March 15, 2021

Members reviewed the minutes from the meeting on March 15, 2021.

Daniel motioned to approve the Minutes from March 15, 2021.

Mardie seconded.

Motion Carried.

3. Big Sky EDA Update

Dianne was not present.

4. Beartooth RC&D Update

Steve was not present.

New Business

5. Small Grant Application: Mel's Auto Clinic

Members reviewed the Technical Assistance Grant for Mel's Auto Clinic

Daniel motioned to approve \$4,904.00 for the Technical Assistance Grant for Mel's Auto Clinic.

Mardie Seconded.

Motion Carried.

Old Business

6. Small Grant Application: David Atkins, 3rd Avenue

Discussion of the Application. Leslie Atkins was in attendance and explained the scope of the project. Repointing the brickwork, and sidewalk work.

Daniel asked questions about the timeline of grant eligibility. To Nick's knowledge they are eligible, as it has been multiple years since they last applied for funding.

Don Motioned to approve the General Small Grant For the Atkin's project on 3rd Avenue for \$5,000.
Daniel Seconded.
Motion Carried.

Don Motioned to approve the Façade Grant for 3rd Avenue in the amount of \$9,000.
Mardie Seconded.
Motion Carried.

7. Small Grant Application: Ken & Peggy Miller - 201 E. Main St.

Nick presented the General Small Grant Request for Ken and Peggy Miller at 201 E. Main Street.

Mardie Motioned to approve the grant request for 201 E. Main Street in the amount of \$5,000.
Daniel Seconded.
Motion Carried.

Other Items

8. Budget Review

- Members reviewed the Budget. They discussed the debt service and the Large Grant funding that has been reimbursed.
- Members also discussed the previous long term-planning and the need to keep doing that.
- Judy reported that Rock the Block will be happening this summer. Good to have some things go back to normal.
- Members discussed the parking issues downtown and how it needs to change. Parking is a major issue for downtown with the mix of businesses and residential units.
- Leslie had a question about how to get on the Council Agenda. Nick replied that she should come to City Council sessions and raise the issue to Council Members and the Mayor.

Announcements

9. Adjourn

Don Motioned to Adjourn.

Dennis Seconded.

Motion Carried.

Meeting was adjourned at 11:46AM

10. Next Meeting: May 17, 2021

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

DATES TO REMEMBER

File Attachments for Item:

22. Resolution No. R21-28: Awarding Weave Consulting the Contract for the City of Laurel's Lion's Park Improvements Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.

RESOLUTION NO. R21-28

RESOLUTION AWARDING WEAVE CONSULTING THE CONTRACT FOR THE CITY OF LAUREL'S LION'S PARK IMPROVEMENTS PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE PROJECT ON THE CITY'S BEHALF.

WHEREAS, the City of Laurel planned and publicly advertised the project known as the Lion's Park Improvements Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS Weave Consulting submitted a bid of \$149,708.69 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FURTHER RESOLVED the City Council hereby awards the contract and project to Weave Consulting for its bid price of \$149,708.69. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member

____. PASSED and APPROVED by the City Council of the City of Laurel this 11th day of

May 2021. APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



April 30, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: Lions Park – Recommendation of Award

Dear Kurt:

Bids for Lions Park Improvement project were received April 8, 2021. Three bids were opened and read aloud. The bids were checked for mathematical accuracy and no discrepancies were found.

The lowest responsible bidder is Weave Construction. Their base bid amount is \$141,623.69. There were two additive alternates. The first was for installing concrete rip-rap along one side of the pond. The other is for paving the trail around the exterior of the pond. Weave Construction for the additive alternate was the lowest bid. The other contractors were significantly lower than Weave Construction for the asphalt trail. We recommend the contract for the base bid and the rip-rap alternative be awarded to Weave Construction, for a total price of \$149,708.69. We do not recommend the award of the asphalt trail.

Included with this letter is the bid tab and notice of award.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Matthew Smith".

Matthew Smith, PE, PMP
Project Manager

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 2004-00541

cc: file

TABULATION OF BIDS

Lions Park Improvements - KLJ#2004-00541

CITY OF LAUREL, MONTANA

April 8, 2021



SCHEDULE 1A - ASPHALT & CONCRETE WALKWAYS (BASE BID)				Engineers Opinion of Cost		Weave Construction		Wharton Asphalt		Knife River	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Mobilization	1	LS	\$3,000.00	\$3,000.00	\$ 3,770.20	\$ 3,770.20	\$ 1,650.00	\$ 1,650.00	\$ 58,000.00	\$ 58,000.00
102	Taxes, Bonds & Insurance	1	LS	\$2,000.00	\$2,000.00	\$ 4,126.35	\$ 4,126.35	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00
103	Stormwater Management and Erosion Control	1	LS	\$7,500.00	\$7,500.00	\$ 7,241.27	\$ 7,241.27	\$ 8,200.00	\$ 8,200.00	\$ 6,500.00	\$ 6,500.00
104	3/4" Crushed Base Course	200	CY	\$36.00	\$7,200.00	\$ 46.76	\$ 9,352.00	\$ 79.85	\$ 15,970.00	\$ 214.00	\$ 42,800.00
105	Concrete Sidewalk (4-inch Thick)	615	SF	\$9.00	\$5,535.00	\$ 16.36	\$ 10,061.40	\$ 14.35	\$ 8,825.25	\$ 10.00	\$ 6,150.00
106	Riprap	510	SF	\$3.00	\$1,530.00	\$ 2.82	\$ 1,438.20	\$ 9.30	\$ 4,743.00	\$ 12.00	\$ 6,120.00
107	Landscape Restorations	0.5	ACRE	\$500.00	\$250.00	\$ 2,308.42	\$ 1,154.21	\$ 4,200.00	\$ 2,100.00*	\$ 7,276.00	\$ 3,638.00
Total of Schedule 1A				\$	27,015.00	\$	37,143.63	\$	41,988.25*	\$	124,808.00
SCHEDULE 1B - ASPHALT & CONCRETE WALKWAYS (ADDITIVE ALTERNATE)				Engineers Opinion of Cost		Weave Construction		Wharton Asphalt		Knife River	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
106	Riprap	5500	SF	\$3.00	\$16,500.00	\$ 1.47	\$ 8,085.00	\$ 2.45	\$ 13,475.00	\$ 4.50	\$ 24,750.00
108	2" Asphalt Concrete Pavement - Type B - Surface Course	3120	SY	\$13.00	\$40,560.00	\$ 21.80	\$ 68,016.00	\$ 10.05	\$ 31,356.00	\$ 15.70	\$ 48,984.00
Total Additive Alternate				\$	57,060.00	\$	76,101.00	\$	44,831.00	\$	73,734.00
SCHEDULE 2 - FISHING ACCESS STRUCTURE (BASE BID)				Engineers Opinion of Cost		Weave Construction		Wharton Asphalt		Knife River	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201	Mobilization	1	LS	\$22,000.00	\$22,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,880.00	\$ 20,880.00	\$ 24,775.00	\$ 24,775.00
202	Fishing Access Structure	1	LS	\$109,000.00	\$109,000.00	\$ 99,480.06	\$ 99,480.06	\$ 133,864.00	\$ 133,864.00	\$ 135,700.00	\$ 135,700.00
Total of Schedule 1B				\$	\$131,000.00	\$	104,480.06	\$	154,744.00	\$	160,475.00
Total Base Bid				\$	158,015.00	\$	141,623.69	\$	196,732.25	\$	285,283.00
Total All Bid Items				\$	215,075.00	\$	217,724.69*	\$	241,563.25*	\$	359,017.00

This represents a true tabulation of bids opened and read on April 8, 2021.

Matt Smith, PE
Project Engineer
Date: April 8, 2021

* Indicates a mathematical correction made following the bid opening.

Notice of Award

Date: _____

Project: Lions Park Improvements

Owner: City of Laurel

Owner's Contract No.:

Contract: As described in the Bid Documents

Engineer's Project No.: 2001-00541

Bidder: Weave Construction

Bidder's Address: P.O. Box 80066

Billings, MT 59108

You are notified that your Bid dated April 12, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Lions Park Improvements Base Bid and Additive Alternate.

The Contract Price of your Contract is Two Hundred Seventeen Thousand Seven Hundred Twenty-Four Dollars and Sixty-Nine Cents (\$217,724.69).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

File Attachments for Item:

23. Resolution No. R21- 29: Awarding Hardrives Construction the Contract for the City of Laurel's 2021 Pavement Maintenance Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.

RESOLUTION NO. R21-

RESOLUTION AWARDING HARDRIVES CONSTRUCTION THE CONTRACT FOR THE CITY OF LAUREL'S 2021 PAVEMENT MAINTENANCE PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE PROJECT ON THE CITY'S BEHALF.

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 2021 Pavement Maintenance Project, and the City received responsive bids from qualified contractors: and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS Hardrives Construction submitted a bid of \$329,329.50 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FURTHER RESOLVED the City Council hereby awards the contract and project to Hardrives Construction for its bid price of \$329,329.50. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this 11th day of May 2021.

APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



April 28, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: 2021 Pavement Maintenance Project – Recommendation of Award

Dear Kurt:

Bids for the 2021 Pavement Maintenance project were received April 23, 2021. Three bids were opened and read aloud, with bid amounts being \$329,555.00, \$219,461.00 and \$329,329.50. The bids were checked for mathematical accuracy and no discrepancies were found. However, since the opening Wharton has requested to withdraw their bid due to a mathematical error in their estimation.

The next lowest bidder is Hardrives Construction. Their bid amount is \$329,329.50 for the project. We recommend the contract be awarded to Hardrives Construction, accordingly. Enclosed is Whartons request for withdrawal, the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Hardrives Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'.

Ryan E. Welsh, PE
Project Engineer

Enclosure(s): Request for Withdrawal
Notice of Award
Certified Bid Tabulation

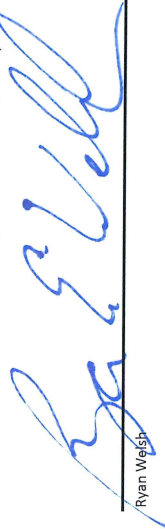
Project #: 2004-00831
cc: file

TABULATION OF BIDS
 2021 Pavement Maintenance - KLU#2004-00831
 CITY OF LAUREL, MONTANA
 April 23, 2021



Item	Description	Base Bid		Engineers Opinion of Cost		Wharton Asphalt		Hardives Construction		Knife River	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$7,575.00	\$7,575.00	\$17,500.00	\$17,500.00	\$24,698.00	\$24,698.00
102	Taxes, Bonds & Insurance	1	LS	\$18,000.00	\$18,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,860.00	\$1,860.00
103	Construction Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$6,133.00	\$6,133.00	\$12,000.00	\$12,000.00	\$37,600.00	\$37,600.00
104	Crack route & Seal	23000	LF	\$1.30	\$29,900.00	\$1.40	\$32,200.00	\$1.00	\$23,000.00	\$1.13	\$25,990.00
105	CHFRS-wP Asphalt seal & Chip Coat - 3/8" Gradation	40500	SY	\$2.80	\$113,400.00	\$2.05	\$83,025.00	\$2.00	\$81,000.00	\$2.47	\$100,035.00
106	SS-1 or SS-1h Asphalt Tack Coat Fog Seal	5300	GAL	\$4.42	\$23,426.00	\$2.35	\$12,455.00	\$3.25	\$17,225.00	\$2.98	\$15,794.00
107	4" Asphalt Concrete Pavement Patching - Type B - Surface Course	2700	SY	\$79.30	\$214,110.00	\$26.45	\$71,415.00	\$61.00	\$164,700.00	\$42.22	\$113,994.00
108	8" Wide Solid White Crosswalk Line, Epoxy	790	LF	\$9.00	\$7,110.00	\$2.05	\$1,619.50	\$3.25	\$2,567.50	\$3.10	\$2,449.00
109	24" Wide Solid White Stop Bar, Epoxy	96	LF	\$13.69	\$1,314.00	\$2.05	\$196.80	\$22.00	\$2,112.00	\$21.50	\$2,064.00
110	4" Wide Solid White Parking Line, Epoxy	1540	LF	\$6.00	\$9,240.00	\$2.05	\$3,157.00	\$2.20	\$3,388.00	\$2.10	\$3,234.00
111	Yellow Epoxy Curb Paint	334	LF	\$4.00	\$1,336.00	\$2.05	\$684.70	\$5.50	\$1,837.00	\$5.50	\$1,837.00
	Contingency	1	LS	\$64,594.00	\$64,594.00						
Total of Base Bid					\$527,430.00		\$219,461.00		\$329,329.50		\$329,555.00

This represents a true tabulation of bids opened and read on March 13, 2021.


 Ryan Welsh
 Project Engineer

Date: April 23, 2021

* Indicates a mathematical correction made following the bid opening.



3962 Pa Hollow Trail
Billings Mt, 59106
(406) 254-9571 or 1-866-226-5319
Fax (406) 254-9572

April 27, 2021

Re: 2021 Pavement Project for City of Laurel

Wharton Asphalt LLC would like to withdraw the bid for the above mentioned project. The estimating department made a mistake on the milling/paving portion of the bid request. If you have any question please call Ed 406-861-4730.

Thank you,
Ed Wharton
406-861-4730

Ed Wharton
Ed Wharton

Notice of Award

Date: _____ 

Project: 2021 Pavement Maintenance Project	
Owner: City of Laurel	Owner's Contract No.:
Contract: As described in the Bid Documents	Engineer's Project No.: 2004-00831
Bidder: Hardrives Construction Inc.	
Bidder's Address: 4800 Helfrick Rd.	
Billings, MT 59102	

You are notified that your Bid dated April 23, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2021 Pavement Maintenance Project.

The Contract Price of your Contract is Three Hundred Twenty-nine Thousand, Three hundred and Twenty-nine Dollars and Fifty Cents (\$329,329.50).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel
Owner

By: _____
Authorized Signature

Title

Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project	
Owner: City of Laurel	Owner's Contract No.:
Contract: As described in the Bid Documents	Engineer's Project No.: 2004-00831
Bidder: Hardrives Construction Inc.	
Bidder's Address: 4800 Helfrick Rd.	
Billings, MT 59102	

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3. Other conditions precedent: (none)

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Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel
Owner

By: _____
Authorized Signature



Title

Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project	
Owner: City of Laurel	Owner's Contract No.:
Contract: As described in the Bid Documents	Engineer's Project No.: 2004-00831
Bidder: Hardrives Construction Inc.	
Bidder's Address: 4800 Helfrick Rd.	
Billings, MT 59102	

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2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel
Owner

By: _____
Authorized Signature



Title

Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project	
Owner: City of Laurel	Owner's Contract No.:
Contract: As described in the Bid Documents	Engineer's Project No.: 2004-00831
Bidder: Hardrives Construction Inc.	
Bidder's Address: 4800 Helfrick Rd.	
Billings, MT 59102	

You are notified that your Bid dated April 23, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2021 Pavement Maintenance Project.

The Contract Price of your Contract is Three Hundred Twenty-nine Thousand, Three hundred and Twenty-nine Dollars and Fifty Cents (\$329,329.50).

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3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel
Owner

By: _____
Authorized Signature



Title

Copy to Engineer

File Attachments for Item:

24. Resolution No. R21-30: A Resolution of the City Council Approving a Task Order Between the City of Laurel and KLJ Engineering Inc. to Authorize Service for the Lindy Lane Sewer Line Replacement.

RESOLUTION NO. R21-30

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE FOR THE LINDY LANE SEWER LINE REPLACEMENT.

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

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member

____.PASSED and APPROVED by the City Council of the City of Laurel this 11th day of

May 2021. APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

Task Order: Lindy Lane Sewer Replacement

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

1. Background Data

- A. Effective Date of Task Order: May 4, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): Lindy Lane Sewer replacement
- E. Project Description: This project consists of the removal and replacement of a 30" sewer line that is just south of the Interstate and crosses underneath the South Laurel Road along Lindy Lane in Laurel, Montana. The existing 30" sewer line has been visually seen to be collapsing and is approximately 140 lineal feet in length and will include the replacement of 45 sy of asphalt surface replacement.

2. Services of Engineer

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

3. Additional Services 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," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with CHS Refinery and other stakeholders to evaluate access and traffic control considerations.

- Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Engineer’s Basic Services below.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction occur between June 1, 2021 and November 15, 2021. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
 - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
 - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

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:, Design and Bidding Phases (A1.01-A1.05)	\$ 15,000	Lump Sum
2. Basic Services: Construction and Post-Construction Phase (A1.06-A1.07)*	\$ 5,750	Direct Labor
TOTAL COMPENSATION	\$ 20,750	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a 1-month 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: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Exhibit A – Engineer’s Services for Task Order

10. Other Documents Incorporated by Reference:

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

11. Terms and Conditions

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

The Effective Date of this Task Order is January 26, 2021.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc

By: _____

By: _____

Print Name: Thomas C. Nelson

Print Name: Mark Anderson

Title: Mayor

Title: Vice-President

Engineer License or Firm’s
Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Matt Smith

Title: Director of Public Works

Title: Project Manager

PO Box 10

PO Box 80303

Address: Laurel, MT 59044

Address: Billings, MT 59108

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

E-Mail Address: matt.smith@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

Engineer's Services for Task Order: Lindy Lane Sewer Replacement

PART 1—BASIC SERVICES

A1.01 Project Management

- A. Tasks below apply to the entire Task Order.
 - 1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
 - 2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.
 - 3. Attend one (1) unscheduled meetings as needed to coordinate with Owner or other stakeholders.

A1.02 Topography and Boundary Survey:

- A. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
- B. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.
- C. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
- D. Engineer's fee assumes that the above work will occur during a period when snow is not present at the Site.

Deliverable: Topographic Base Map

Owner provides: known utility locations.

A1.03 *Preliminary Engineering*

- A. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- B. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- C. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer.
- D. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer's design tasks that will be reflected in Drawings and Specifications, will include the following components:
 1. Sewer Main Design
 - a. Design the removal and replacement of the 30" sewermain that runs underneath the frontage road from south of the Interstate at Lindy Lane.
 - b. Detail Drawings – Provide detail drawings of water and sewer main and other supplemental design information required for construction.
 2. 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.
 3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.
 - a. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written summation of utility owners comments. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 5. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance

and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

6. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner.
 7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks.
- E. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.
- F. Preliminary Engineering Deliverables:
1. Preliminary Sewer Plan and Profile Drawings
 2. Preliminary Detail Sheets for sewer
 3. Opinion of probable construction cost
 4. Preliminary Construction Agreement Documents Based on the EJCDC C-700 Contract.

A1.04 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
 3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to one (1) combined Site visit or Owner meeting is included in the Final Design Phase tasks.

4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from the Montana Department of Environmental Quality. Additional permitting is not anticipated.
 5. Advise Owner of any recommended adjustments to the opinion of probable construction cost.
 6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 7. 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.
 8. 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.
 9. 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.
- D. Final Engineering Deliverables:
1. Final plans for Bidding
 2. Final construction Contract Documents for Bidding
 3. Completed MDEQ application

A1.05 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. Consult with Owner as to the qualifications of prospective contractors.
 4. 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.
 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
 6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. Deliverables:
1. Bid Tab
 2. Conformed Contract Documents
 3. Addenda, If required.
 4. Notice of Award Recommendation Letter

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. It is anticipated that 40 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 28 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. *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.
5. *Pre-Construction Conference*: Facilitate a pre-construction conference prior to commencement of Work at the Site.
6. *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.
7. *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.
8. *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.
9. *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 one. 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. Sanitary sewer main and manholes – stake manholes and appurtenances
10. *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.
11. *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.

12. *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.
13. *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.
14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *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.
16. *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.
17. *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.
18. *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.
19. *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 of this Exhibit A.
20. *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.
21. *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.
22. *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.

23. *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.19. 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.
 24. *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.
 25. *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 ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable 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.
 26. *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.
- C. Commissioning Phase – Not Included
- D. Other Services – Not Included
- E. The scope of this phase will be developed following Final Design and included by amendment.
- F. The scope of this phase will be developed following Final Design and included by amendment.

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. *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. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Boundary surveys or establishing survey monuments
 - b. Traffic analyses
 - c. Public or private utility analyses, modeling or design, other than water system rehabilitation identified above.
 - d. Design of drainage improvements.
 - e. Structural design
 - f. Landscape design
 - g. Right-of-way or permanent easement acquisition services
 - h. 3-D or artistic renderings
2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
3. 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.
4. 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, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing

or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

8. 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.
 9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 11. 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.
 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. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, 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.
 15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 17. 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. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.
2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
3. 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.
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.

File Attachments for Item:

25. Resolution No. R21-31: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Wharton Asphalt LLC For The Supply And Installation Of Asphalt For A City Project.

RESOLUTION NO. R21-31

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH WHARTON ASPHALT LLC FOR THE SUPPLY AND INSTALLATION OF ASPHALT FOR A CITY PROJECT.

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 11th day of May 2021.

APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This contract is made and entered into this 11th day of May, 2021, and is between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Wharton Asphalt LLC, 3962 PA Hollow Trail, Billings, MT 59106, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated April 29, 2021, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 120 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor ten thousand dollars (\$10,000) for the work described in Exhibit A.

Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any. As further consideration for this contract, City shall release Contractor’s Bid Bond submitted with Contractor’s Bid on the 2021 Asphalt Pavement Project, without penalty upon execution of this contract.

SECTION FOUR
CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

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

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

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

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

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

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

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

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

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

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

**SECTION NINE
TERMINATION**

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

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN
ATTORNEY FEES**

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

**SECTION TWELVE
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN
SEVERABILITY**

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

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 11TH DAY OF MAY, 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

Wharton Asphalt LLC

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

26. Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (2nd Reading)

ORDINANCE NO O21-03

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 15 OF THE LAUREL MUNICIPAL CODE RELATING TO THE CITY'S MISCELLANEOUS REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION.

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

WHEREAS, the City's Public Works Department Staff worked with changes in the Montana law and prepared amendments to the Laurel Municipal Code to remain consistent and in accordance with the laws, rules, and regulations adopted by the State of Montana.

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 15 as noted herein and hereby recommends the same to the City Council for their full approval.

Title 15 - MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION¹¹

Chapters:

Footnotes:

--- (1) ---

* Prior history: Prior code §§ 15.04.010, 15.04.020, 15.06.010, 15.06.020, 15.14.010, 15.16.010, 15.16.020, 15.29.020, 15.33.010, 15.37.020, 15.44.010, 15.44.020, 15.48.010—15.48.030, 15.52.010, 15.52.020, 15.56.010, 15.56.020, 15.72.010—15.72.040 and 15.76.010 as amended by Ords. 853, 854, 856, 857, 859, 860, 863, 865, 866, 868, 869, 871, 872, 874, 877, 910, 932, 943, 944, 961—965, 1063, 94-1—94-3, 96-8—96-12, 97-2, 99-5—99-21, 00-1, 00-5, 02-32, 03-3 and 04-4.

~~Chapter 15.10—DISPLAY OF ADDRESS NUMBERS~~

~~Sections:~~

~~15.10.010—Display of address numbers required.~~

~~All houses, buildings or structures used or intended for use as a living quarters or as a place for the conduct of business in the city or the city's building permit jurisdictional area shall have a designated address number conspicuously displayed above or near a door or entrance that faces a public or private street.~~

~~(Ord. 05-15 (part), 2005)~~

~~15.10.020—Authority of director of the public works department to designate.~~

~~The director of the public works department, or his designee, shall designate the proper address numbers for all houses, buildings or structures required to be numbered by Section 15.10.010 of this~~

Ordinance No. O21-03 LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

~~chapter. The director of the public works department, or his designee, shall have the power to change such numbers when, in his judgment, such change is necessary to avoid or eliminate confusion with other numbers.~~

Sections:

~~15.20.01~~15.10.010 - Permit required—Application and investigation—Fees.

- A. No person shall erect, construct, enlarge or replace any fence until a fence permit for such work has been issued by the building department. No such permit shall be valid unless the proposed work is in compliance with all other applicable provisions of this code.
- B. Whenever any work for which a fence permit is required hereunder has been commenced without first obtaining the permit, then the building inspector may conduct a special investigation before a permit may be issued for such work.
- C. Whenever special investigation is required hereunder, both an investigation fee and the application permit fee shall be paid as established by annual city council resolution, ~~after a public hearing.~~

(Ord. 07-06 (part), 2007; Ord. 05-15 (part), 2005)

~~15.20.02~~15.10.020 - Enforcement—Violation—Penalty.

- A. This chapter shall be enforced by the building inspector or his ~~assistants~~designee.
- B. If on inspection, the condition or placement of a fence is found not to comply with the requirements of this code, the building inspector shall issue written notice to the owner, specifying the nonconformity and require the owner to correct the same, as directed by the building inspector.
- C. Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

(Ord. 05-15 (part), 2005)

Chapter 15.20 Dangerous Structures

Sections:

15.20.010 Purpose and Intent.

An unsafe structure is one that is found to be a threat to the health, safety, and welfare of the public and/or adjoining properties. It is the purpose of this chapter to provide a method in which to deem a structure as unsafe, unlawful, or unfit for human occupancy and allow for the property to be vacated, repaired, or demolished.

15.20.020 Dangerous Structure.

For the purpose of this chapter, the City of Laurel adopts by reference, Section 108.1.5 of the International Property Maintenance Code, to define the conditions or defects that would deem a structure as dangerous. A copy of which will be available in the offices of the city.

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15.20.030 Enforcement.

When the building official or his designee has inspected any structure and has determined that such structure is a dangerous structure, the building official or his designee shall commence proceedings to cause the repair, vacation, or demolition of the building.

Notice shall be sent to the owner of record of the structure stating the street address and legal description sufficient for identification of the premises that the structure is upon, the conditions found deeming the structure dangerous and action recommended to address the defects or conditions found by the building official or his designee. The notice shall also contain a reasonable time for all permits, vacation or work must commence after notice is given. The notice shall also include right to appeal decision of building official or his designee within 30 days from date of service of such notice.

Notice shall be delivered in person or through certified mail to the owner(s) or the owner's agent. Proof of service of the notice shall be by a written declaration under penalty of perjury executed by the persons effecting the notice declaring time, date, and the manner in which the service was made. The declaration, together with the receipt card returned in acknowledgment or receipt by certified mail shall be attached to a copy of the notice and retained by the building official.

15.20.040 Placarding.

Upon failure of owner or owner's agent to comply with notice in time given, the building official or his designee shall post on the structure a placard deeming the structure as unsafe to enter or occupy.

15.20.050 Violations.

When an unsafe building has not been voluntarily abated within the time specified in the notice or by mutually agreed upon timeframe of owner and building official, it is a violation of this chapter and upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

Chapter 15.30 – ABATEMENT OF DANGEROUS BUILDINGS

Sections:

Field Code Changed

~~15.30.010 Adoption.~~

Commented [KC1]: Somewhat outdated – look for what we may use instead.

~~Chapter 15.50 – FIRE CODE^(a)~~

Sections:

Footnotes:

~~—(3)—~~

~~**Editor's note**—Ord. No. 008-07, adopted July 15, 2008, amended Chapter 15.50 in its entirety and enacted similar provisions as set out herein. The former Chapter 15.50 derived from Ord. 05-15 (part), adopted in 2005.~~

~~15.50.010 Adoption.~~

~~The International Fire Code, 2012 edition as published by the International Code Council, is adopted by reference as the Fire Code of the City of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the Laurel City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.~~

~~(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015)~~

~~15.50.020 Updated references.~~

~~The International Fire Code, 2012 edition, as published by the International Code Council as referenced in section 15.50.010 of this chapter, may be amended by resolution or administrative order of the mayor.~~

~~(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015)~~

~~15.50.030 Modifications to International Fire Code, 2006 edition.~~

~~The City of Laurel hereby adopts the following revisions to the International Fire Code manual as follows:~~

~~Section 101.1. Insert [City of Laurel, Montana]~~

~~Section 109.3. shall read:~~

~~Violations penalties. Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

~~Section 111.4 Insert: [not less than \$100.00 or more than \$500.00]~~

~~Section 906.1. Delete Exception to Section 906.1, #1.~~

The City of Laurel hereby establishes the following geographic limits are referred to in the 2006 International Fire Code as follows:

Sections:

~~15.60.010—Adoption of regulations—~~15.30.010 State Regulation Adopted

- A. ~~The City of Laurel hereby adopts by reference the Montana Department of Public Health and Human Services, Rule For Trailer Courts and Tourist Campgrounds, Administrative Rules of Montana, 37.111.2 and Montana Code Annotated 50-52 as the code of the city containing the standards, regulating construction, maintenance, and operation of trailer courts and tourist campgrounds. All of the regulations, provisions, conditions and terms of such code are made a part of this article as if fully set out herein. Regulation No. 54.500, amended November 11, 1971 by the Montana State Department of Health and Environmental Sciences, and subsequent amendments and additions for trailer courts, is adopted by reference and made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length.~~
- B. One full printed copy of the regulation is available in the offices of the city clerk.

(Ord. 05-15 (part), 2005)

~~15.60.020~~15.30.020 - Updated regulations.

The ~~Regulation No. 54.500 described~~reference described in Section ~~15.60.040~~15.30.010 of this chapter may be amended by resolution or administrative order of the mayor.

(Ord. 05-15 (part), 2005)

~~15.60.030~~15.30.030 - Living in trailer house outside trailer court prohibited.

No person shall live in or occupy any trailer house, whether it is movable or not within the city limits, unless it is parked in a licensed trailer court.

(Ord. 05-15 (part), 2005)

Chapter ~~15.70~~15.40 - FLOODPLAIN REGULATIONS

Sections:

~~15.70.010~~15.40.010 - Floodplain regulations—Purpose.

- A. The ordinance codified in this chapter is passed in order to comply with the Montana Floodplain and Floodway Management Act (Montana Code Annotated, Title 76, Chapter 5) and to ~~insure~~ensure compliance with the requirements for the continued participation by the city in the National Flood Insurance Program. Land use regulations, which are hereby adopted, are to be applied to all identified ~~one hundred year~~one-hundred-year floodplains within the city's jurisdiction and are attached as Exhibit A and fully incorporated as part of this chapter by this reference.
- B. This chapter and Exhibit A, Floodplain Hazard Management Regulations dated August 2018, are adopted under the authority of Montana Code Annotated, Title 76, Chapter 5, Part 3.
- C. This chapter adopts the set of comprehensive land use regulations attached to the ordinance codified in this section as Exhibit A for identified one hundred-year floodplains within the city. The regulations are based upon the authorities specifically provided in Exhibit A.

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(Ord. 05-15 (part), 2005)

(Ord. No. O13-02, 10-1-2013; Ord. No. O18-01, 8-21-2018)

Editor's note— Exh. A to Ord. No. O18-01, adopted Aug. 21, 2018, is not set out herein but is available in the city clerk's office and public works department at City Hall.

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

Introduced and passed on first reading at a regular meeting of the City Council on April 27, 2021, by Council Member Klose.

PASSED and ADOPTED by the Laurel City Council on second reading this 11th day of May 2021, upon motion of Council Member _____.

APPROVED BY THE MAYOR this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

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