



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, DECEMBER 27, 2022
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R22-78

NEXT ORD. NO.
O22-08

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of December 13, 2022.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

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

Consent Items

NOTICE TO THE PUBLIC

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

3. Claims entered through December 23, 2022.
4. Approval of Payroll Register for PPE 12/11/2022 totaling \$213,124.12.

Ceremonial Calendar

Reports of Boards and Commissions

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

Audience Participation (Three-Minute Limit)

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

Scheduled Matters

- [8.](#) Resolution No. R22-78: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute The Construction And Maintenance Agreement For South 4th Street Public Roadway In The City Of Laurel, Yellowstone County, Montana.
- [9.](#) Resolution No. R22-79: A Resolution Of City Council Authorizing The Mayor To Execute The Memorandum Of Agreement By And Between The City Of Laurel And The Montana Department Of Transportation Related To The Installation And Upgrading Of Sidewalk Off South 4th Street, Laurel Montana.
- [10.](#) Resolution No. R22-80: A Resolution Of The City Council Supporting The 2022 Legislative Resolutions Of The Montana League Of Cities And Towns.
- [11.](#) Resolution No. R22-81: A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.
- [12.](#) Resolution No. R22-82: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For The Purchase Of A Vehicle And Equipment From Kois Brothers Equipment Company, Inc.
- [13.](#) Resolution No. R22-83: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For Services Performed By 120 Water Audit, Inc. Related To Lead Service Line Compliance.
- [14.](#) Resolution No. R22-84: A Resolution Of The City Of Laurel City Council Clarifying Legal Scope Of Resolution No. R05-23 Related To Classification Of The City Of Laurel.
- [15.](#) Resolution No. R22-85: Resolution Of The City Council Authorizing The Mayor To Execute Modification Agreement For Montana Natural Resource Damage Program.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of December 13, 2022.

DRAFT

Council Minutes of December 13, 2022

Kurt Markegard, Public Works & Planning Director, briefly read the attached letter into the record.

Mayor Waggoner opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the council chambers.

Mayor Waggoner asked times if there were any proponents.

Walter Widdis, 609 6th Avenue, stated that this increase affects him personally and commercially, as he is the pastor of the First Baptist Church. He stated he supports this increase.

Mayor Waggoner read two letters of support. One from Brian Roat and one from Ray Feichtner, and both are attached to these minutes.

Mayor Waggoner asked two (2) additional times if there were any proponents. There were none.

Mayor Waggoner asked three (3) times if there were any opponents. There were none.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

CONSENT ITEMS:

- **Claims entered through December 9, 2022.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 11/27/2022 totaling \$246,744:73.**
- **Approval of Council Workshop Minutes of July 19, 2022.**
- **Approval of Council Workshop Minutes of August 2, 2022.**
- **Approval of Council Workshop Minutes of August 16, 2022.**
- **Approval of Special Council Workshop Minutes of August 23, 2022.**
- **Approval of Special Council Workshop Minutes of August 30, 2022.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

CEREMONIAL CALENDAR:

- Arbor Day 2023 Proclamation.

Mayor Waggoner read the 2023 Arbor Day proclamation.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of November 22, 2022.
- Emergency Services Committee Minutes of November 28, 2022.
- Tree Board Minutes of November 17, 2022.
- Library Board Minutes of August 9, 2022.
- Library Board Minutes of September 13, 2022.
- Park Board Minutes of December 1, 2022.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Sara Naylor and Fred Reutz to the Laurel Fire Department.**

Motion by Council Member Sparks to approve the appointment of Sara Naylor and Fred Reutz to the Laurel Fire Department, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Mary Nelson to the Library Board for a five-year term ending June 30, 2027.**

Motion by Council Member Wheeler to approve the appointment of Mary Nelson to the Library Board for a five-year term ending June 30, 2027, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Mike Kirschenmann to the Police Commission for a three-year term ending April 30, 2025.**

Motion by Council Member Mize to approve the appointment of Mike Kirschenmann to the Police Commission for a three-year term ending April 30, 2025, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Paul Kober to the Park Board for a four-year term ending December 31, 2026.**

Motion by Council Member Eaton to approve the appointment of Paul Kober to the Park Board for a four-year term ending December 31, 2026, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Jon Rutt to the Park Board for a four-year term ending December 31, 2026.**

Motion by Council Member Wilke to approve the appointment of Jon Rutt to the Park Board for a four-year term ending December 31, 2026, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Irv Wilke to the Park Board for a four-year term ending December 31, 2026.**

Motion by Council Member Klose to approve the appointment of Irv Wilke to the Park Board for a four-year term ending December 31, 2026, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Evan Bruce to the Park Board for a four-year term ending December 31, 2026.**

Motion by Council Member Wheeler to approve the appointment of Evan Bruce to the Park Board for a four-year term ending December 31, 2026, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Evan Bruce to the Yellowstone Historic Preservation Board for a two-year term ending December 31, 2024.**

Motion by Council Member Mize to approve the appointment of Evan Bruce to the Yellowstone Historic Preservation Board for a two-year term ending December 31, 2024, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

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- **Appointment of Janice Lehman to the LURA - Advisory for a four-year term ending December 31, 2026.**

Motion by Council Member Eaton to approve the appointment of Janice Lehman to the LURA – Advisory for a four-year term ending December 31, 2026, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R22-75: A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding Regarding House Bill 121.**
- **It was questioned what HB121 was.**

Motion by Council Member Sparks to approve Resolution No. R22-75, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R22-76: A Resolution Of The City Council Of Intent To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.**

Motion by Council Member Wilke to approve Resolution No. R22-76, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R22-77: A Resolution Of The City Council To Approve The Proposed Increase In The Rates And Charges For The Users Of The Municipal Solid Waste Facilities And Equipment To Be Effective January 1, 2023.**

Motion by Council Member Klose to approve Resolution No. R22-77, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Ordinance No. O22-07: An Ordinance Amending Section 14.04 Of The Laurel Municipal Code Relating To The Construction Board Of Appeals For The City Of Laurel (Second Reading)**

Motion by Council Member Mize to adopt Ordinance No. O22-07, seconded by Council Member Eaton. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Wilke, Klose, Wheeler, Mize, and Eaton voted aye. Motion carried 6-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

Pastor Widdis stated The First Baptist Church would be hosting its annual Christmas Cantata Sunday, December 18, 2022, at 6:00 p.m.

This Saturday is National Wreaths Across America Day. They will be placing wreaths at the Yellowstone National Cemetery at 10:00 a.m.

COUNCIL DISCUSSION: None.

MAYOR UPDATES:

Mayor Waggoner recently received a call from a panicked mother who had locked herself out of her car. Mr. Gauslow dropped everything to be able to assist her in her vehicle.

Next week the City will receive its check from the surplus auction.

UNSCHEDULED MATTERS: None.

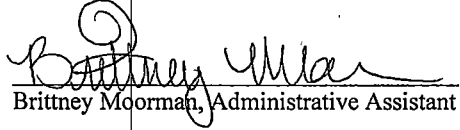
ADJOURNMENT:

DRAFT

Council Minutes of December 13, 2022

Motion by Council Member Eaton to adjourn the council meeting, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:12 p.m.


Brittny Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 27th day of December 2022.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

December 9, 2022

Mayor David Waggoner
City of Laurel
PO Box 10
Laurel, MT 59044

Dear Mayor Waggoner,

I am tending my immediate resignation from the Laurel City Council, Ward 4, the Emergency Services Committee, and the Public Works Committee.

Serving on the Laurel City Council for approximately ten years was an honor, rewarding, and a learning experience. I appreciated the opportunity to serve the citizens of Laurel.

Sincerely,

A handwritten signature in black ink, appearing to read "William G. Mountsier". The signature is fluid and cursive, with a long horizontal stroke at the end.

William G. Mountsier
901 Pennsylvania Avenue
Laurel, MT 59044

Laurel Chamber of Commerce invites you to

BOOT SCOOTIN' ANNUAL MEETING

Friday, January 13, 2023

**Miller's Horse Palace
(7215 Mossmain Lane)**

5:30PM Social Hour

6:00PM Dinner

**Featuring Dinner, Silent Auction, Raffle,
Announcement of this Year's Chamber
Business of the Year Recipient, Live Music
by Exit 53 and Dancing**

Kindly RSVP by January 6th

406-628-8105 laurelchamber@laurelmontana.org

re: EVALENA BANEY

Kelly →

Thank you for all your patience and help with my mother's cemetery work. You really made the process easier in a trying situation.

Jay —

You and your assistant (Aaron?) did a beautiful job with grave and sight preparation at the cemetery. I know how odd the request was and I couldn't have been more pleased with your consideration and effort.

It was all very professional and "top flight".

Thanks again,
Mike Baney

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Mayor

October 27, 2022

Re: Proposed Solid Waste Rate Increases to be Considered by the City Council

Dear City of Laurel Resident:

The City of Laurel operates a Solid Waste Division that collects trash from all residential and commercial properties inside the City limits. The City transports the trash collected to the City of Billings' landfill for disposal and must pay a set fee for each ton for disposal at Billings' landfill. Increases in disposal fees, along with increased costs of wages, fuel, vehicle repair, and replacement, necessitate that the City Council considers increasing rates for all properties served with solid waste collection within the City.

The Solid Waste Division operates based upon the rates and charges it collects, which are included in the monthly water bills and are not supported by tax dollars. The City strives to keep the rates as low as possible, while maintaining its ability to serve the residents and business owners within the City. Unfortunately, the current rates are inadequate to keep up with the City's expenses and the need to replace worn-out refuse trucks. A recent refuse truck on order will have to be paid for with a loan, as the current solid waste reserves would be depleted if the City tried to purchase the truck outright. The refuse truck on order has a price tag of over \$380,000.00 and is needed to continue making daily trips to Billings to dispose of the trash collected within the City.

Please be advised that the decision to consider a rate increase is not made lightly. As Mayor of the City of Laurel, I believe having the funds to operate the Solid Waste Department is in the best interests of the citizens of Laurel.

The attached spreadsheet will give you a detailed explanation of the expenses and the revenues of the Solid Waste Department, along with projected costs that the City could be facing if the trends from the last few years are an indication of what we will expect.

For your information, the current residential rate per month and the proposed increases are as follows:

November	2022	\$14.00 per month	Current charges
December	2022	\$17.00 per month	\$3.00 per month increase

July	2023	\$20.00 per month	\$3.00 per month increase
July	2024	\$23.00 per month	\$3.00 per month increase
July	2025	\$25.50 per month	\$2.50 per month increase
July	2026	\$27.50 per month	\$2.00 per month increase

The Laurel Municipal Code requires that commercial rates will not be less than the annual residential rates, and those rates are determined by the price per gallon that the residents pay yearly. Those rates are determined by the level of service commercial accounts require. The commercial rates are as follows:

November	2022	\$0.0327 per gallon per month	current charges
December	2022	\$0.0392 per gallon per month	\$0.0065 per gallon increase
July	2023	\$0.0461 per gallon per month	\$0.0069 per gallon increase
July	2024	\$0.0531 per gallon per month	\$0.0070 per gallon increase
July	2025	\$0.0588 per gallon per month	\$0.0057 per gallon increase
July	2026	\$0.0634 per gallon per month	\$0.0046 per gallon increase

The rate increases are necessary to provide for the increased costs to dispose of our trash at the Billings landfill, pay for increased fuels costs (last year increased by 46%), ongoing maintenance of current operations, replacement of the refuse trucks, wages of City employees, and to provide enough funds to build-back depleted reserve funds.

The revenue raised over the next five years is anticipated to be \$722,000.00, of which \$180,000.00 will go for a refuse truck loan payment, \$400,000.00 to purchase another refuse truck, \$120,000.00 for the increased cost to dispose of our trash at the Billings' landfill, and some additional to funds to pay for wages and reserve fund building.

The City Council will have a public hearing on December 13, 2022, where the proposed rates will be presented and discussed, and the public will have a chance to comment on the rate increases.

If you have any questions, please contact the City Clerk Treasurer or the Public Works Director at 406-628-7431 or by email at cityclerk@laurel.mt.gov.

Sincerely,

David Waggoner, Mayor

Residential Rate Increase over 4 Years 7 Months

Total Residential Clients = 2918

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

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

Commercial Rate Increase over 4 years 7 Months

Total Users 68, same as residential customers

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

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

Commercial Rate Increase over 4 years 7 Months

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

Fiscal Year	Per Month Cost Per Gallon	Increase/per gal	Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
21-22	0.0327	Current Cost			\$ 255.06	\$ 3,060.72	
22-23	0.0392	0.0065	\$ 0.0457	\$ 305.76	\$ 3,669.12	\$ 608.40	\$ 25,759.66
23-24	0.0461	0.0069	\$ 0.0530	\$ 359.58	\$ 4,314.96	\$ 645.84	\$ 47,146.32
24-25	0.0531	0.0070	\$ 0.0601	\$ 414.18	\$ 4,970.16	\$ 655.20	\$ 47,829.60
25-26	0.0588	0.0057	\$ 0.0645	\$ 458.64	\$ 5,503.68	\$ 533.52	\$ 38,946.96
26-27	0.0634	0.0046	\$ 0.0680	\$ 494.52	\$ 5,934.24	\$ 430.56	\$ 31,430.88
							\$ 191,113.42

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

Commercial Rate Increase over 4 years 7 Months

Total Users -21,

200 gallons picked up 6 days per week.

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

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

Commercial Rate Increase over 4 years 7 Months

Total Users -51,

100 gallons picked up 6 days per week.

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

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

Commercial Rate Increase over 4 years 7 Months

Total Users -20,

300 gallons picked up once a week.

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

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

Revenue Increased per year from all users

Year 1 Increase	\$ 100,224.42
Year 2 Increase	\$ 176,819.47
Year 3 Increase	\$ 177,824.16
Year 4 Increase	\$ 146,847.22
Year 5 Increase	<u>\$ 120,319.49</u>

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

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

Fiscal Year	Total Expenses	Total Revenue	
18-19	\$ 869,001.00	\$ 898,387.00	Actual
19-20	\$ 748,254.00	\$ 908,145.00	Actual
20-21	\$ 955,491.00	\$ 935,074.00	Actual
21-22	\$ 1,091,545.00	\$ 933,748.00	Actual
22-23	\$ 1,235,587.00	\$ 943,670.00	Estimate without a rate increase and no garbage truck payment
	26%	5%	

09/05/22
15:08:28

CITY OF LAUREL
Revenue Budget Report -- MultiYear Actuals
For the Year: 2022 - 2023

Page: 1 of 1
Report ID: B250B

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget
					21-22	21-22	22-23	22-23	22-23	22-23
5410 SOLID WASTE										
330000 INTERGOVERNMENTAL REVENUES										
331100 CARES ACT			910		0	0%			0	0%
336020 On Behalf Payments	8,461		21,433		0	0%			0	0%
Group:	8,461		22,343		0	0%	0	0	0	0%
340000 CHARGES FOR SERVICES										
343041 Garbage Collection	815,226	847,675	848,603	852,818	825,000	103%	854,000		854,000	103%
343044 Container Site Rev/Dump	23,450	19,890	21,749	19,811	20,000	99%	20,000		20,000	100%
343045 Container Hauling Fee	40,251	31,564	37,300	48,201	25,000	193%	56,000		56,000	224%
343046 Misc Garbage Revenues	10	157	2,373	446	25	***%	500		500	2000%
Group:	878,937	899,286	910,025	921,276	870,025	106%	930,500	0	930,500	106%
360000 Miscellaneous Revenue										
363010 Maintenance Assessments			287		0	0%			0	0%
Group:			287		0	0%	0	0	0	0%
370000 Investment and Royalty Earnings										
371010 Investment Earnings	8,224	6,944	1,355	914	950	96%	950		950	100%
373051 Principle on FAP Loan				11,345	11,345	100%	12,000		12,000	105%
373061 Interest on FAP Loan	2,765	1,915	1,064	213	213	100%	220		220	103%
Group:	10,989	8,859	2,419	12,472	12,508	100%	13,170	0	13,170	105%
Fund:	898,387	908,145	935,074	933,748	882,533	106%	943,670	0	943,670	106%
Grand Total:	898,387	908,145	935,074	933,748	882,533		943,670	0	943,670	

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2022 - 2023

700 SOLID WASTE

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget
5410 SOLID WASTE											
430830 Collection											
110	Salaries and Wages	202,936	175,561	193,357	229,231	200,310	114%	235,000		235,000	117%
111	Overtime	2,637	681	3,294	1,826	4,000	46%	4,000		4,000	100%
138	Vision Insurance	173	192	278	313	230	136%	400		400	174%
139	Dental Insurance	1,514	1,547	1,654	2,494	2,135	117%	2,300		2,300	108%
141	Unemployment Insurance	697	265	469	811	720	113%	1,000		1,000	139%
142	Workers' Compensation	12,178	10,683	9,587	9,221	8,530	108%	12,000		12,000	141%
143	Health Insurance	46,766	-53	53,273	46,819	40,800	115%	48,225		48,225	118%
144	Life Insurance	268	235	240	310	280	111%	800		800	286%
145	FICA	14,793	13,233	14,252	17,561	15,630	112%	20,000		20,000	128%
146	PERS	36,131	15,315	87,679	20,230	18,130	112%	21,000		21,000	116%
149	ST/LT Disability					0	0%	3,500		3,500	*****%
194	Flex Medical	1,664	1,189	1,217	1,548	2,445	63%	2,445		2,445	100%
220	Operating Supplies	5,921	3,228	3,661	6,183	8,000	77%	8,000		8,000	100%
226	Clothing and Uniforms			1,119	720	1,200	60%	1,200		1,200	100%
228	Solid Waste Containers	18,363	19,125	25,813	15,300	30,000	51%	30,000		30,000	100%
231	Gas, Oil, Diesel Fuel, Gr	39,767	36,172	36,370	53,237	55,000	97%	55,000		55,000	100%
233	Machinery & Equipment Par	16,658	24,568	14,562	28,178	30,000	94%	30,000		30,000	100%
239	Tires/Tubes/Chains	4,034	8,043	13,996	11,451	10,000	115%	15,000		15,000	150%
263	Safety Supplies	195			20	2,500	1%	2,500		2,500	100%
311	Postage	3,039	3,028	3,121	3,858	4,000	96%	4,000		4,000	100%
312	Networking Fees	524	2,087	2,661	2,772	3,000	92%	3,000		3,000	100%
332	Internet Access Fees	220	154			300	0%	300		300	100%
337	Advertising	125	530	1,422	1,444	1,000	144%	1,000		1,000	100%
343	Cellular Telephone	1,963	568	401	921	2,000	46%	2,000		2,000	100%
350	Professional Services	100		890	5,874	1,000	587%	2,500		2,500	250%
351	Medical, Dental, Veterina	445	385	929	1,637	400	409%	2,000		2,000	500%
355	Data Processing Services					1,500	0%	1,500		1,500	100%
361	Motor Vehicle Repair & Ma	10,767	16,667	44,900	18,354	30,000	61%	30,000		30,000	100%
366	Building Maintenance					25,000	0%	25,000		25,000	100%
397	Contracted Services	1,055	1,193	1,752	1,346	2,000	67%	2,000		2,000	100%
511	Insurance on Bldgs/Imprvm				58	58	100%	75		75	129%
513	Liability	5,577	7,171	6,625	8,116	6,625	123%	10,890		10,890	164%
514	Vehicle/Equipment Insuran	4,622	4,923	5,185	6,897	5,190	133%	7,258		7,258	140%
	Account:	433,132	346,690	528,723	496,730	511,983	97%	583,893	0	583,893	114%
430840 Disposal											
110	Salaries and Wages	118,423	88,046	91,048	99,593	88,825	112%	102,000		102,000	115%
111	Overtime	2,345	326	2,961	711	4,000	18%	4,000		4,000	100%
138	Vision Insurance	109	97	148	139	130	107%	140		140	108%
139	Dental Insurance	826	716	873	1,224	995	123%	1,325		1,325	133%
141	Unemployment Insurance	418	133	228	352	325	108%	500		500	154%
142	Workers' Compensation	8,032	5,559	4,999	4,546	3,915	116%	6,000		6,000	153%
143	Health Insurance	22,690	16,885	16,626	19,306	17,100	113%	20,000		20,000	117%
144	Life Insurance	161	115	113	132	120	110%	600		600	500%
145	FICA	8,812	6,569	6,935	7,651	7,115	108%	7,800		7,800	110%
146	PERS	9,945	7,747	7,920	8,729	8,240	106%	8,900		8,900	108%

09/05/22
15:03:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2022 - 2023

Page: 2 of 2
Report ID: E240A1

700 SOLID WASTE

Account	Object	Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget
		18-19	19-20	20-21	21-22						
149	ST/LT Disability					0	0%	2,500		2,500	*****
194	Flex Medical	1,114	1,003	301	450	1,025	44%	1,025		1,025	100%
220	Operating Supplies	4,405	3,109	5,840	5,797	4,500	129%	6,000		6,000	133%
231	Gas, Oil, Diesel Fuel, Gr	13,628	12,795	12,656	22,277	20,000	111%	25,000		25,000	125%
233	Machinery & Equipment Par	4,448	12,570	25,913	6,000	20,000	30%	25,000		25,000	125%
239	Tires/Tubes/Chains	3,159	3,427	260	9,216	6,000	154%	10,000		10,000	167%
263	Safety Supplies					2,500	0%	2,500		2,500	100%
341	Electric Utility Services	1,199	1,536	1,451	1,429	1,800	79%	1,800		1,800	100%
343	Cellular Telephone	159	31			600	0%	600		600	100%
350	Professional Services			890	5,874						
351	Medical, Dental, Veterina					0	***%			0	0%
361	Motor Vehicle Repair & Ma		1,289	168	1,609	5,000	32%	10,000		10,000	200%
391	Dumping Fees	154,028	179,996	194,555	233,857	250,000	94%	250,000		250,000	100%
513	Liability	3,443	4,428	4,090	3,879	4,100	95%	4,732		4,732	115%
934	Containers					17,000	0%	40,000		40,000	235%
	Containers										
943	Vehicle(s)					0	0%	390,000		390,000	*****
	New Garbage Truck										
	Account:	357,344	346,377	377,975	432,771	463,790	93%	920,922	0	920,922	198%
490000	Debt Service										
	610 Principal					41,152	0%	41,152		41,152	100%
	620 Interest					4,620	0%	4,620		4,620	100%
	Account:					45,772	0%	45,772	0	45,772	100%
510400	Depreciation										
	830 Deprec-Closed to Retained	78,525	55,187	48,793		70,000	0%	70,000		70,000	100%
	Account:	78,525	55,187	48,793		70,000	0%	70,000	0	70,000	100%
	Fund:	869,001	748,254	955,491	929,501	1,091,545	85%	1,620,587	0	1,620,587	148%
	Orgn:	869,001	748,254	955,491	929,501	1,091,545	85%	1,620,587	0	1,620,587	148%
	Grand Total:	869,001	748,254	955,491	929,501	1,091,545		1,620,587	0	1,620,587	



4300 State Ave
 Billings MT 59101-5036
Customer Service (406) 248-5400
 RepublicServices.com/Support

Important Information
 Please Note: There may be a rate increase in effect on your next monthly invoice. Please call your local customer service office at (406) 248-5400 if you have any questions.

Account Number [REDACTED]
Invoice Number [REDACTED]
Invoice Date November 20, 2022
Previous Balance \$107.32
Payments/Adjustments -\$107.32
Current Invoice Charges \$107.04

Total Amount Due \$107.04	Payment Due Date December 10, 2022
-------------------------------------	--

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 10/26	1	-\$107.32

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Kurt Markegard [REDACTED] Laurel, MT 1 Trash Cart 95/96 Gal, 1 Lift Per Week Residential Service 12/01-02/28			\$93.07	\$93.07
Total Fuel Recovery Fee				\$13.97
CURRENT INVOICE CHARGES				\$107.04

Simple account access at your fingertips.

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4300 State Ave
 Billings MT 59101-5036

Please Return This
 Portion With Payment

Total Enclosed

Return Service Requested

KURT MARKEGARD
 [REDACTED]
 LAUREL MT 59044-9329

Total Amount Due	\$107.04
Payment Due Date	December 10, 2022
Account Number	3-0892-0302109
Invoice Number	0892-001048536

For Billing Address Changes,
 Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #892
 FOR AWS OF NORTH AMERICA, LLC
 PO BOX 78829
 PHOENIX AZ 85062-8829



UNDERSTANDING YOUR BILL
Visit RepublicServices.com/MyBill

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service from Republic Services without a written contract, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service from Republic Services pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of Republic Services most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

IMPORTANT INFORMATION

(Continued from Page 1)

Thanks for being a loyal customer and for trusting us to handle your recycling and waste needs responsibly while protecting our Blue Planet.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Mayor

THIS LETTER IS THE BEST IN
POSTING THE CITY'S INTEREST
AND REASONS FOR -
I HATE YOU. I HOPE
THE ISSUE IS EASILY
SETTLED IN FAVOR OF
LAUREL - BRIAN ROY, 1415 BEECHWOOD DR.

November 25, 2022

Re: Proposed Solid Waste Rate Increases to be Considered by the City Council

Dear City of Laurel Resident:

The City of Laurel operates a Solid Waste Division that collects trash from all residential and commercial properties inside the City limits. The City transports the trash collected to the City of Billings' landfill for disposal and must pay a set fee for each ton for disposal at Billings' landfill. Increases in disposal fees, along with increased costs of wages, fuel, vehicle repair, and replacement, necessitate that the City Council considers increasing rates for all properties served with solid waste collection within the City.

The Solid Waste Division operates based upon the rates and charges it collects, which are included in the monthly water bills and are not supported by tax dollars. The City strives to keep the rates as low as possible, while maintaining its ability to serve the residents and business owners within the City. Unfortunately, the current rates are inadequate to keep up with the City's expenses and the need to replace worn-out refuse trucks. A recent refuse truck on order will have to be paid for with a loan, as the current solid waste reserves would be depleted if the City tried to purchase the truck outright. The refuse truck on order has a price tag of over \$380,000.00 and is needed to continue making daily trips to Billings to dispose of the trash collected within the City.

Please be advised that the decision to consider a rate increase is not made lightly. As Mayor of the City of Laurel, I believe having the funds to operate the Solid Waste Department is in the best interests of the citizens of Laurel.

The attached spreadsheet will give you a detailed explanation of the expenses and the revenues of the Solid Waste Department, along with projected costs that the City could be facing if the trends from the last few years are an indication of what we will expect.

For your information, the current residential rate per month and the proposed increases are as follows:

November	2022	\$14.00 per month	Current charges
December	2022	\$17.00 per month	\$3.00 per month increase

July	2023	\$20.00 per month	\$3.00 per month increase
July	2024	\$23.00 per month	\$3.00 per month increase
July	2025	\$25.50 per month	\$2.50 per month increase
July	2026	\$27.50 per month	\$2.00 per month increase

The Laurel Municipal Code requires that commercial rates will not be less than the annual residential rates, and those rates are determined by the price per gallon that the residents pay yearly. Those rates are determined by the level of service commercial accounts require. The commercial rates are as follows:

November	2022	\$0.0327 per gallon per month	current charges
December	2022	\$0.0392 per gallon per month	\$0.0065 per gallon increase
July	2023	\$0.0461 per gallon per month	\$0.0069 per gallon increase
July	2024	\$0.0531 per gallon per month	\$0.0070 per gallon increase
July	2025	\$0.0588 per gallon per month	\$0.0057 per gallon increase
July	2026	\$0.0634 per gallon per month	\$0.0046 per gallon increase

The rate increases are necessary to provide for the increased costs to dispose of our trash at the Billings landfill, pay for increased fuels costs (last year increased by 46%), ongoing maintenance of current operations, replacement of the refuse trucks, wages of City employees, and to provide enough funds to build-back depleted reserve funds.

The revenue raised over the next five years is anticipated to be \$722,000.00, of which \$180,000.00 will go for a refuse truck loan payment, \$400,000.00 to purchase another refuse truck, \$120,000.00 for the increased cost to dispose of our trash at the Billings' landfill, and some additional to funds to pay for wages and reserve fund building.

The City Council will have a public hearing on December 13, 2022, where the proposed rates will be presented and discussed, and the public will have a chance to comment on the rate increases.

If you have any questions, please contact the City Clerk Treasurer or the Public Works Director at 406-628-7431 or by email at cityclerk@laurel.mt.gov.

Sincerely,



David Waggoner, Mayor

Dec 8, 22

Dear Mayor Waggoner,

Thank you for the letter
you sent explaining the water
rate increase.

You & the City Council
did an excellent job in explaining
the situation.

a job well done and the
raise is very reasonable

Sincerely,

Ray Fiechtner



Ray Fiechtner
507 8th Ave
Laurel MT 59044-2324

File Attachments for Item:

5. Budget/Finance Committee Minutes of December 13, 2022.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, December 13, 2022**

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

Others Present: Kelly Strecker, Mayor Dave Waggoner

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

Public Input: There was no public comment

General Items –

1. Review and approved November 22, 2022, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of November 22, 2022. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
2. Review and approve purchase requisition, for sleeping quarters in Ambulance Department. Richard Klose moved to approve purchase requisition for sleeping quarters in Ambulance Department. Emelie Eaton seconded the motion, all in favor, motion passed 4-0
3. Review and recommend approval to Council; claims entered through December 9, 2022. Michelle Mize moved to approve the claims and check register for claims entered through December 9, 2022. Emelie Eaton seconded the motion, all in favor, motion passed 4-0.
4. Review and approve the November 2022 Utility Billing Adjustments, Emelie Eaton moved to approve November 2022 Utility Billing Adjustments. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
5. Review and approve Payroll Register for the pay period ending November 27, 2022, totaling \$246,744.73. Heidi Sparks motioned to approve the payroll register for the pay period ending November 27, 2022, totaling \$246,744.73. Michelle Mize seconded the motion, all in favor, motion passed 4-0.

New Business –

Old Business – Banking information will be updated by December 23, 2022.

Other Items –


1. Review Comp/OT reports for the pay period ending November 27, 2022.
2. Mayor Update –The surplus sale has closed, and a check will be presented to city council at the next council meeting.
3. Clerk/Treasurer Financial Update-Working on getting the AFR submitted.

Announcements –

4. The next Budget and Finance Committee meeting will be held on December 27, 2022, at 5:30 pm.
5. Emelie Eaton is scheduled to review claims for the next meeting.

Meeting Adjourned 6:20 p.m.

Respectfully submitted,


Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

6. Park Board Minutes of November 3, 2022.



**CITY OF LAUREL
PARK BOARD
THURSDAY, November 3, 2022
5:30 PM
COUNCIL CHAMBERS
MINUTES**

Meeting called to order at 5:29 by Irv Wilke with Paul Kober, Phyllis Bromgard, Richard Klose, Evan Bruce, Mayor Waggoner in attendance. Matt Wheeler city representatives in attendance.

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.*

There were no public speakers.

General Items

- 1. Approval of Park Board Minutes of October 6, 2022
Richard K moved Evan B 2nd and the motion was approved to approve the minutes from the October 6 meeting.

New Business

- 2. Park maintenance District was discussed as being good but with public education as for the reason to have the district. The deadline is February 2023. Evan B moved to recommend to the city counsel a park maintenance district, Richard H 2nd and the motion was approved 6-0. Example of current cost for park maintenance from the general fund wages \$65,000; mowing \$150,000. Those estimated cost prompted the question of Park Maintenance District.
- 3. The JC Hall is now open and available for rent. The Rod and Gun Club has and will rent tables and chairs for people renting the JC Hall. (contact Irv Wilke 406-670-6268) Richard H made a motion that signs be made to advertise shelters and JC Hall available for lease from the city on the reservation system, Richard K 2nd and the motion was approved 6-0.

Old Business

- 4. 4-H Shooting Sports Program it was recommended Jamie Krug would be allowed to have her 4-H shooting education program in the JC Hall on Sundays.
- 5. Playground Equipment at Lions park-add equipment asking to add a teeter-totter. Park benches donated by the Rotary Club.
- 6. Fir Field Bike Park dirt will be moved from south 4th street project as it moves forward.
- 7. Splash Park at Thompson Park is in fundraising mode and starting to build some momentum. Fundraising is ongoing to \$130,000 to date. Rotary Club has a \$5,000 donation from a penny drop at Ace Hardware to go towards that project.
- 8. Riverside Park-camping fees of \$7,500 may go to Riverside Park.
- 9. American Legion Building the estimate from Rocky Mountain Doors is \$8,810: includes front doors has a commercial steal frame, back door have 2 handicap thresholds, and includes removal and instillation.
- 10. Russell Park Retention Pond – Richard H made a motion to add a playground and sprinkler system to the Russell Park Retention Pond, Evan B 2nd and the motion was approved unanimously.

Other Items

None

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

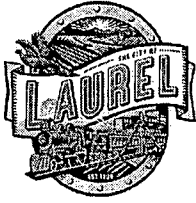
11. Next meeting January 5, 2023

Meeting was adjourned at 7:40

Irv Wilke

File Attachments for Item:

7. Public Works Committee Minutes of November 21, 2022.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, NOVEMBER 21, 2022**

The Public Works Committee meeting was called to order at 6:00pm on Monday, November 21, 2022, by Committee Chair, Heidi Sparks.

Members Present: Heidi Sparks- Chair, Emelie Eaton, Marv Carter, Aron Kostelecky, Jon Gotschall

Others Present: Kurt Markegard- Public Works Director

Public Input: None

General Items

1. Approval of Minutes from October 17, 2022- Emelie Eaton made a motion to approve the minutes of October 17, 2022. Motion was seconded by Marv Carter. Motion carried 5-0 to approve the minutes.

New Business

2. Emergency Call Out Report- Report attached
3. KLJ Report- Report attached
 - Items to note:
 - 4th Street Reconstruction has been delayed until April 2022. There was a community meeting on November 9, 2022, with approximately 12 residents in attendance
 - Water System PER- Kurt will see if KLJ can present draft to committee in December
 - Grant writing- Emelie mentioned a grant writing bootcamp opportunity through National League of Cities

Old Business: None

Other Items

4. Marc Carter asked about snow plowing. Kurt stated the plows were out on the major/primary roads. There are 5 plows set up
5. Review Schedule of Fees- Kurt provided the current schedule of fees for Laurel, calling attention to Water and Wastewater rates starting on page 4.
 - Raw (untreated) water has not increased since 2011, but the cost of electricity at the water plant has increased by 3% in the last 5 years. Emelie made a motion to recommend an increase to raw water rate to \$0.45/1000. Jon seconded. Motion carried 5-0
 - System Development Fees for Water also have not increased since 2011. Kurt provided Billings schedule of fees for comparison, which are significantly higher than Laurel's system development fees.

- i. Emelie made a motion to recommend increasing the Water System Development Fee to \$2,500 for a ¾ inch line and adjusting the rest of the line items appropriately. Aron seconded. Motion carried 5-0
- Water Utility Hook-Up Fees Labor Operating Rate and Heavy Equipment Rate - Kurt suggested raising this as well based on employee pay and equipment cost. Marv moved to recommend increasing labor to \$60.00 and heavy equipment to \$100.00. Jon seconded. Motion carried 5-0
- Septic dump fee- Aron moved to recommend increasing fee to \$60.00 plus \$0.06/gallon thereafter. Emelie seconded. Motion carried 5-0
- System Development Fees for Wastewater also have not increased since 2011. Kurt provided Billings schedule of fees for comparison, which are significantly higher than Laurel’s system development fees.
 - i. Emelie made a motion to recommend increasing the Wastewater System Development Fee to \$2,700 for a residential line, the commercial ¾ inch line and adjusting the rest of the line items appropriately. Aron seconded. Motion carried 5-0
- Container Site- Kurt stated we are losing a substantial amount of money on a monthly basis due to Billings Landfill Fees and fuel costs. City Council is currently looking at raising the monthly garage fee for residents. Heidi stated that the Container Site should remain “free” to residents who already pay a monthly fee. However, an increase to the site fee for non-residents and city residents not on city service. Aron moved to recommend an increase to \$10 for the container site fee. Jon seconded. Motion carried 5-0.
 - i. Emelie moved to recommend changing verbiage to per additional cubic yard to \$10.00. Aron seconded. Motion carried 5-0
6. Jon brought up Alana subdivision issue with high water pressure. Kurt stated this has been resolved. The issue was caused by pump being turned on during irrigation season and was not shut off at the end of the season.

Announcements

Next Meeting will be Monday, December 19, 2022, at 6:00pm in Council Chambers

Meeting adjourned at 7:50pm

Emergency Call Out for November 21, 2022, Public Works Committee Meeting

10-20-2022	Sewer back up E 6 th street
11-8-2022	Sanding
11-11-2022	Sanding
11-16-2022	Water turn on
11-19-2022	Water turn on



2022 Pavement Maintenance Project (4th Street Reconstruction)

(KLJ #2104-00862)

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

Current Status:

- Project Bid Opened on 5.5.22
- Contracts Executed 6.8.22
- Suspend Work Order issued 6.8.22 (Contractor to begin in Spring of 2023)
- DEQ Approved on 10.7.22
- Pre-Construction Meeting held on 11.10.22
- Final Public Meeting held 11.9.22
- Working with MDT & MRL on getting RR crossing approved.
- Contractor is scheduled to begin work in April

Water System PER (KLJ #2104-00147)

Reason for Project: To update the Preliminary Engineering Report that was completed in April 2014 with the most current information.

Project Scope: To Update the existing computer model for the water distribution system; Review pressure zone, tank and booster station alternatives; Analyze up to 3 different sites for a new water tank and explore funding alternative for all potential projects.

Current Status:

- Draft PER near complete; currently evaluating potential funding sources

Southside Stormwater Study (KLJ #2004-01470)

Reason for Project: Analyze Laurels South side to determine needed improvements for stormwater.

Project Scope: : To complete a stormwater master plan for the areas south of the train tracks and west of Highway 212.

Current Status:

- Completed, need to discuss next steps in resolving outfall.



WTP Lift Well Replacement (KLJ #2004-01487)

Reason for Project: To replace a lift well at the Laurel Water Treatment Plant.

Project Scope: Reconstruction and rehabilitation of the lift well at the City of Laurel Water Treatment Plant.

Current Status:

- 100% review with Nathan completed February 8th
- DEQ approval received March 14th
- Pre-Bid conference was held on May 12th
- Bid opening was held on May 19th
- Construction agreements executed
- Submittal reviews are ongoing
- Pre-Construction scheduled for 12.6.22
- Construction scheduled to start mid December

Laurel Planning Services (KLJ #1804-00554)

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

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

Current Status:

- Zoning Regulations Update. Task order sent to Kurt
- Subdivision Regulations Update. In house project
- Planning Jurisdiction Issues moving forward.
- West Interchange Plan. Local match not budgeted
- Planner/Project Transition. Ongoing
- Lazy KU Subdivision 2nd Filing. Element and Sufficiency Reviews. Waiting on additional information.

Laurel Capital Improvement Plan (KLJ # 2104-00649)

Reason for Project: KLJ has been retained by the City of Laurel to develop a 5-year Capital Improvement Plan (CIP).

Project Scope: The CIP is primarily a planning tool for annual budgeting to assist Departments and the Governing Body establish project priorities and funding.

Current Status:



City of Laurel Project Status Update
November 15, 2022



- *Task Order executed*
- *Kick-off meeting Department Heads*
- *Initial structure of CIP generated*
- *Department Heads contacted for additional projects.*
- *Document is being drafted.*
- *A meeting with City Department Heads needs to be scheduled in late November.*
- *The document will be presented to a City Council Work Session*
- *A Public Hearing before the City Council needs to be scheduled.*

Other Notes and Information

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

Anticipated FY22 Projects

1. Water System Planning
 - a. Booster station rehabilitation or replacement (task order forthcoming)
 - b. Water storage tank Preliminary Engineering Report
2. 7th Street reconstruction
3. Waterline extension out to Golf Course Road
4. Downtown Parking Plan.
5. Updates to Zoning regulations
6. Updates to Subdivision Regulations
7. West Interchange Neighborhood Plan
8. Grant writing assistance for the city.

Other Potential Future Projects

1. West Side TIFF

File Attachments for Item:

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

RESOLUTION NO. R22-78

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

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

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

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

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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

RAILROAD IST SUBDIVISION

RAILROAD MILEPOST 0.50
CASPER BRANCH

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

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

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

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

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

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

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

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

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

I

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

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

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

II

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

PART A

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

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

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

PART A1

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

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

PART B

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

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

PART C

SEQUENCE OF OPERATION:

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

III

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

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

IV

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

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

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

V

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

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

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

VI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII

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

VIII

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

IX

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

Pursuant to Mont. Admin. R. § 18.6.311(1), the CITY will own the railroad signal. If the grade crossing is abandoned, or if for any reason the signals are no longer required at this location, the RAILROAD and CITY will determine if the signals are to be installed at another location or used for replacement parts.

If a railway or a highway improvement project necessitates a rearrangement, relocation, or alteration of the signals at this crossing, the party whose improvement causes such change will pay the cost thereof.

X

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

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

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

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

XI

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

MONTANA RAIL LINK, INC.

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

CITY OF LAUREL

By: _____

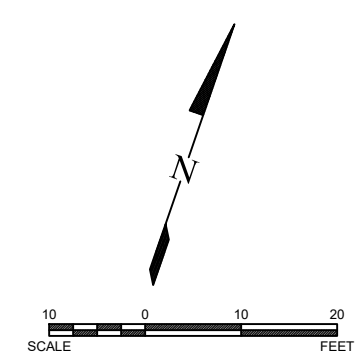
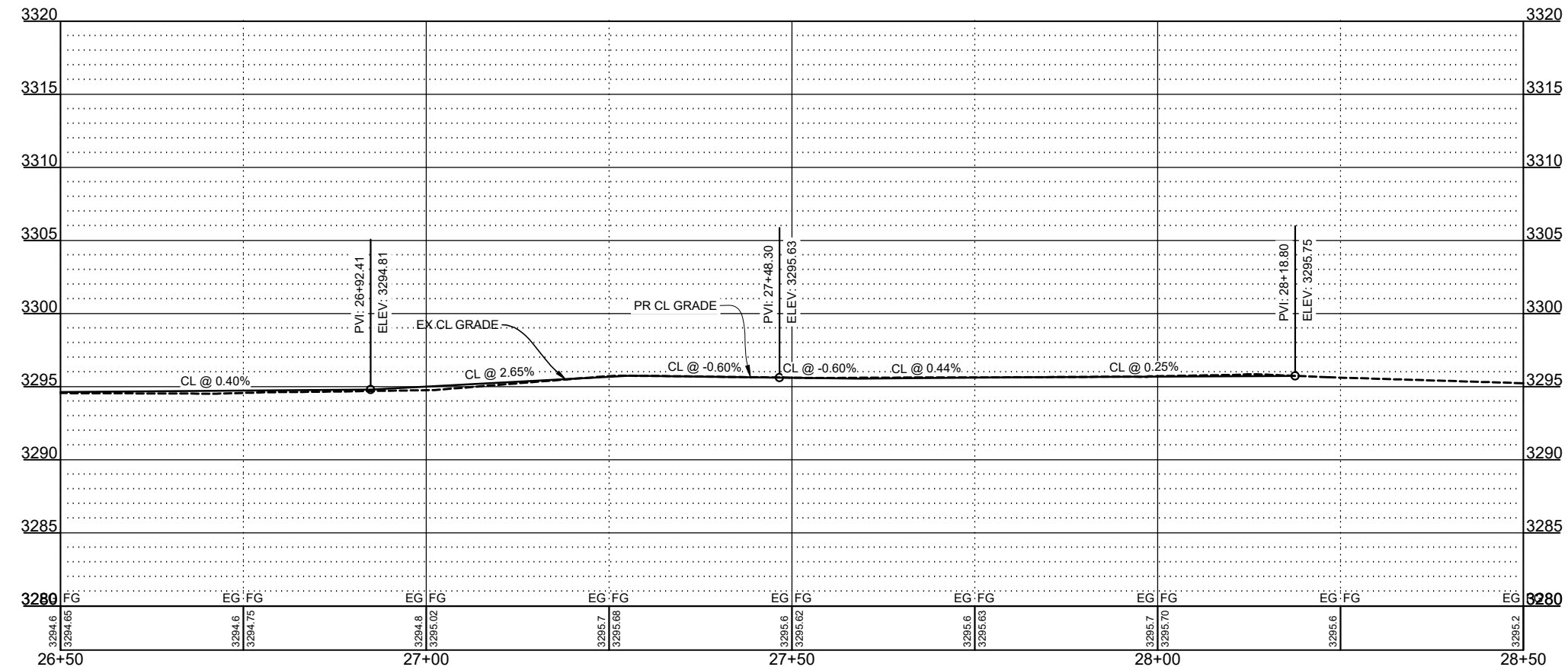
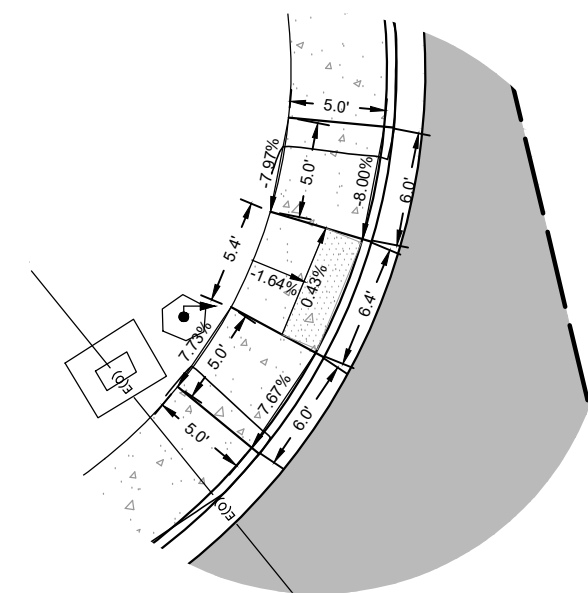
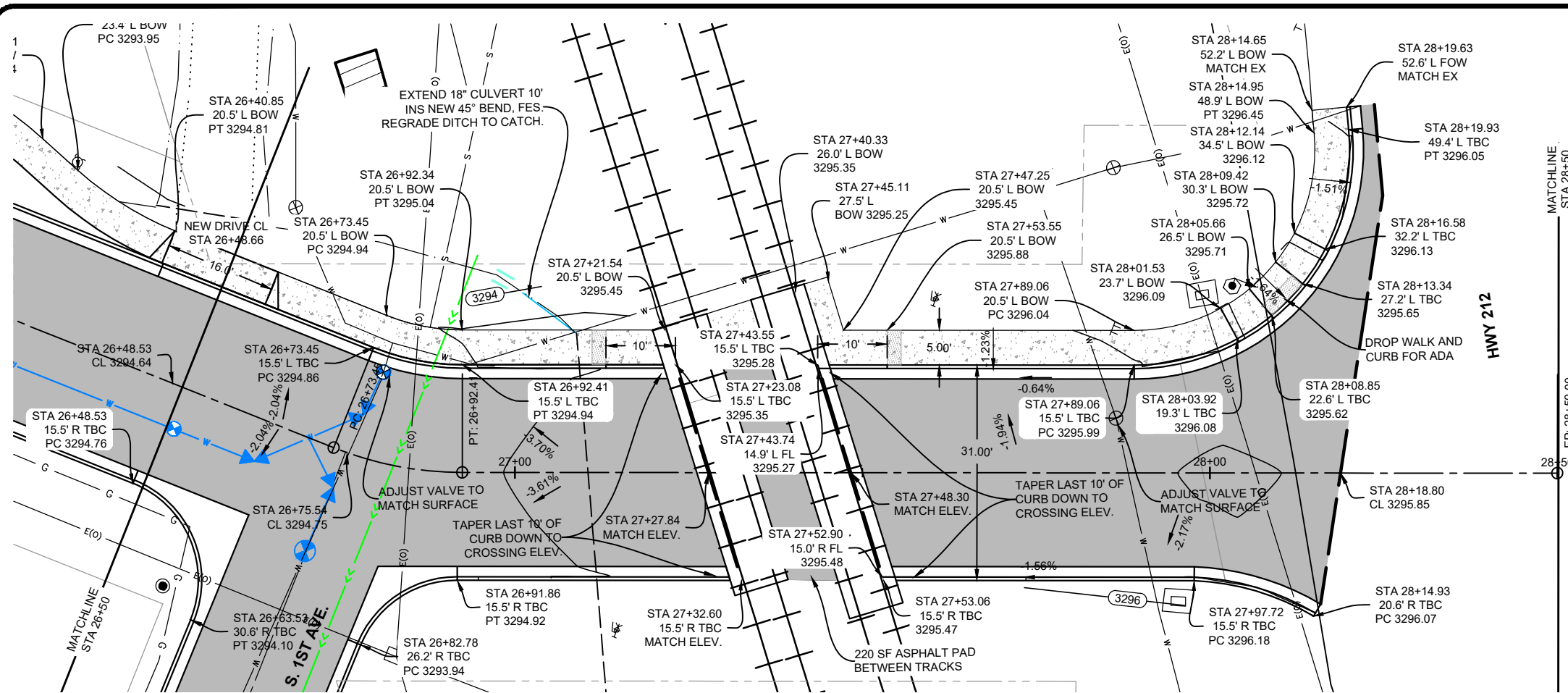
Name: _____

Title: _____

ATTEST: _____



NOTE:
SEE INTERSECTION DETAIL SHEETS FOR SPECIFICS OF INTERSECTION GRADING.



NO.	DATE	REVISION
1	04/25/22	ADDENDUM NO. 1
2	10/7/2022	COH - MDT Permit Requirements

DRAFTED: MK
REVIEWED: RW
PROJECT NUMBER: 2104-00862
ISSUE DATE: 04/13/2022

SOUTH 4TH STREET RECONSTRUCTION
CITY OF LAUREL
LAUREL, MT
S. 4TH ST. STREETS PLAN & PROFILE STA 26+50 TO 28+50

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

10/24/2022

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

Railroad Milepost 0.50 1st (Casper Branch) Subdivision

DETAILED ESTIMATE OF COST

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

*TF = Track Feet

EXHIBIT "C"

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

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

1.01 General

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

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

Kurt Markegard, P.E.

City of Laurel

115 West 1st St

Laurel, MT 59044

Phone: (406) 628-4796

Email: kmarkegard@laurel.mt.gov

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

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

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

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

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

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

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

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

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

Abide by the following temporary clearances during construction:

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

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

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

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

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

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

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

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

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

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

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

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

1.03 Contractor Safety Requirements

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

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

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

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

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

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

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

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

1.04 Excavation

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

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

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

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

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

1.05 Hazardous Waste, Substances and Material Reporting

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

1.06 Insurance Requirements

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

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

1.07 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

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

RESOLUTION NO. R22-39

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

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

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

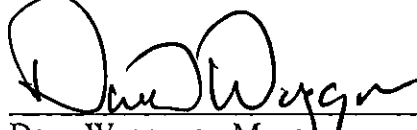
Section 2: Execution. The Mayor is hereby given authority to execute the Construction and Maintenance Agreement for South 4th Street on behalf of the City.

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

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

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

CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

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

RAILROAD 1ST SUBDIVISION

RAILROAD MILEPOST 0.50

DOT# 104001W

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

I

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

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

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

II

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

PART A

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

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

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

PART B1

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

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

PART B2

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

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

PART C

SEQUENCE OF OPERATION:

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

III

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

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

IV

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

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

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

V

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

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

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

VI

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

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

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

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

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

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

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

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

*Bodily injury and property damage

*Any and all vehicles owned, used, or hired

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

*Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

*Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

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

*Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

*Endorsed to include the Limited Seepage and Pollution Endorsement

*Endorsed to remove any exclusion for punitive damages

*No other endorsements restricting coverage may be added

*The original policy must be provided to the RAILROAD prior to performing any work or services under this Agreement.

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

Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII

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

VIII

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

Telephone: (406) 628-7431

If to **RAILROAD:**

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

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

XI

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

MONTANA RAIL LINK, INC.

By: _____
Heather Mattson
VP Finance and Accounting

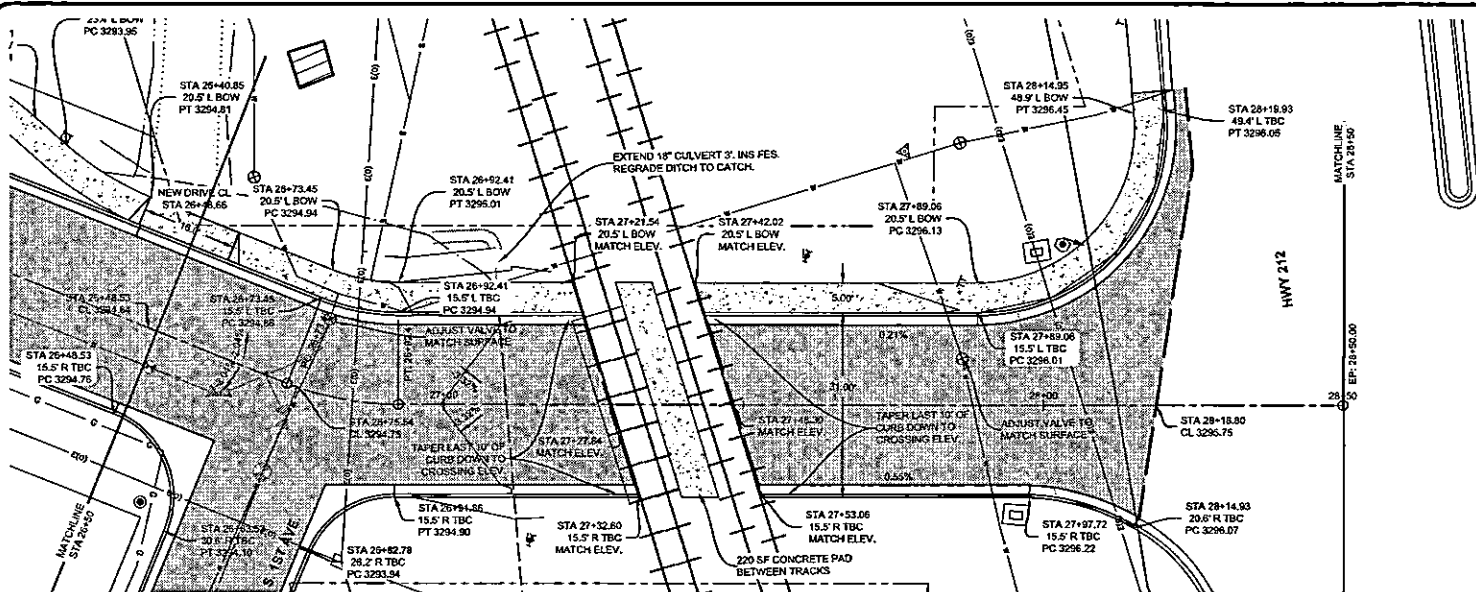
CITY OF LAUREL

By: David Waggoner

Name: DAVID WAGGONER

Title: MAYOR

Attest: Michelle LB



NOTE:
SEE INTERSECTION DETAIL SHEETS FOR SPECIFICS OF INTERSECTION GRADING.



NO.	DATE	REVISION

DESIGNED	MLK
REVIEWED	RW
PROJECT NUMBER	2104-00862
ISSUE DATE	04/13/2022

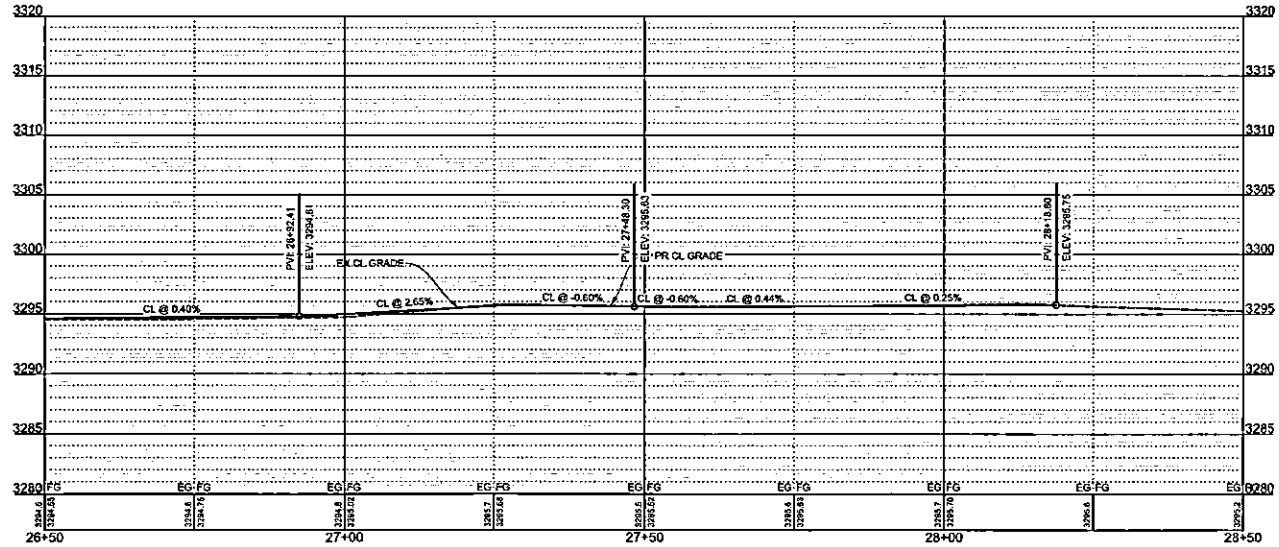
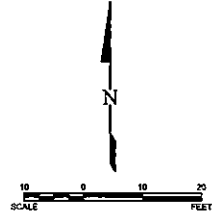


Exhibit "A"



SOUTH 4TH STREET RECONSTRUCTION
CITY OF LAUREL
LAUREL, MT
S-4TH ST- STREETS PLAN & PROFILE STA 26+50 TO 28+50

SHEET
C14

EXHIBIT "B"

MONTANA RAIL LINK, INC.

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

Railroad Milepost 0.50, 1st (Casper Branch) Subdivision
05/31/22

DETAILED ESTIMATE OF COST

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

*TF = Track Feet

EXHIBIT "C"

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

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

1.01 General

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

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

Kurt Markegard, P.E.

City of Laurel

115 West 1st St

Laurel, MT 59044

Phone: (406) 628-4796

Email: kmarkegard@laurel.mt.gov

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

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

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

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

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

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

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

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

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

Abide by the following temporary clearances during construction:

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

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

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

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

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

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

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

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

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

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

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

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

1.03 Contractor Safety Requirements

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

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

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

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

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

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

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

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

1.04 Excavation

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

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

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

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

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

1.05 Hazardous Waste, Substances and Material Reporting

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

1.06 Insurance Requirements

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

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

1.07 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

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

File Attachments for Item:

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

RESOLUTION NO. R22-79

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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

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

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

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

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

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

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

ARTICLE I. GENERAL OBLIGATIONS OF MDT

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

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

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

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

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

ARTICLE III. PROJECT SPECIFIC FEATURES

1. Sidewalks

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

3. Curb & Gutter

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

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

ARTICLE IV – GENERAL TERMS AND CONDITIONS

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

3. **Hold Harmless & Indemnification**

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

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

4. Insurance

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

5. Public Safety

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

6. Invoicing and Indirect Cost (IDC)

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

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

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

- a. Invoices will be sent to:

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

- b. Payments shall be made to:

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

7. Choice of Law and Venue

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

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

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

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

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

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

(Signature Pages to Follow)

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

SIGNATURES:

MONTANA DEPARTMENT OF TRANSPORTATION

Date: _____ By: _____

Montana Department of Transportation

Billings District Administrator
Title

Rod Nelson
Printed name

Approved for Legal Content: By: _____

Approved for Civil Rights Content: By: _____

CITY OF LAUREL

Date: _____ By: _____

City of Laurel

Dave Waggoner
(Printed name)

City of Laurel Mayor

Approved as to form: By: _____

(Printed name)

City Clerk Treasure
City Attorney

Attachment A

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

DRAFT

ATTACHMENT B

Plans

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

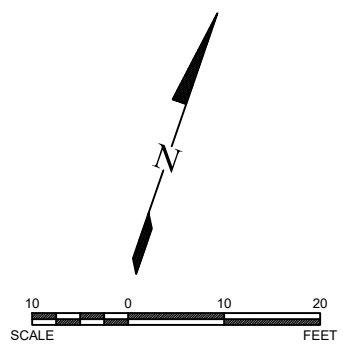
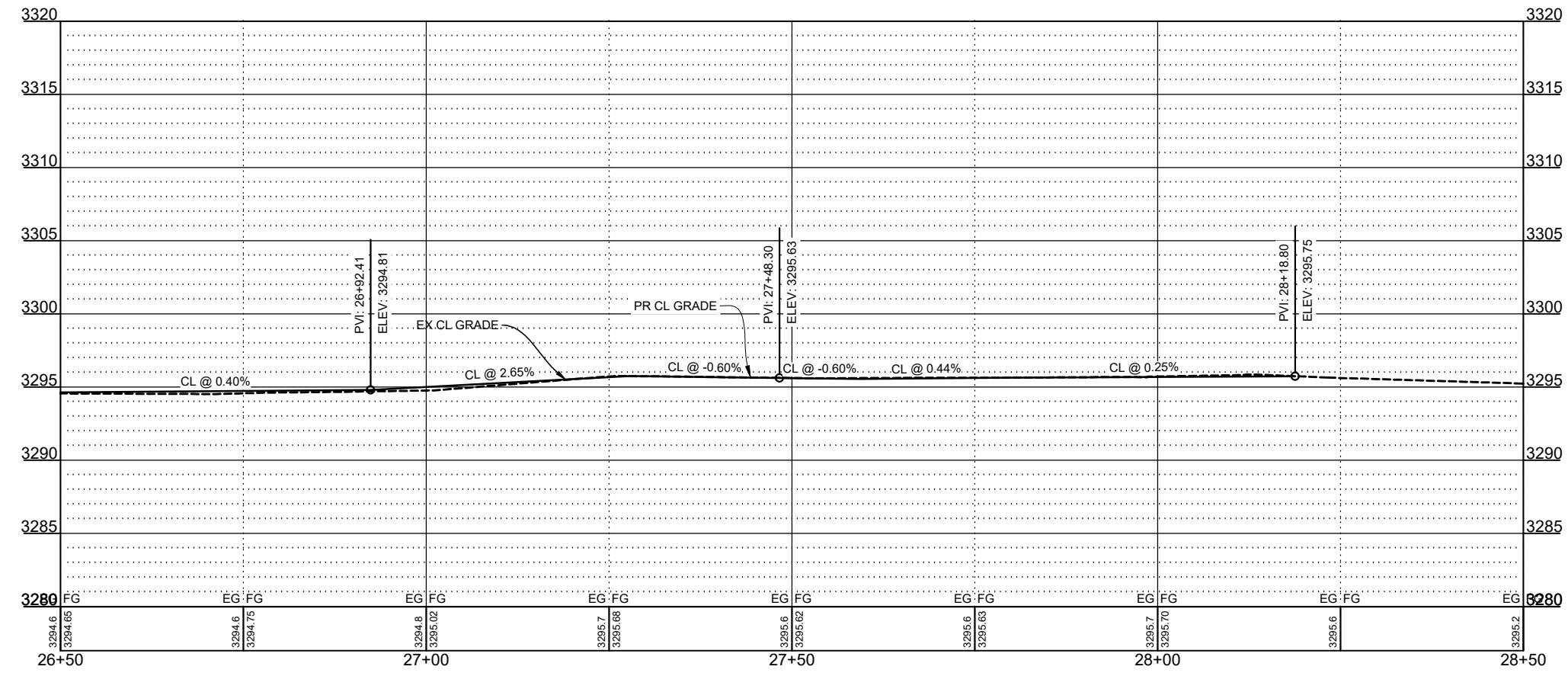
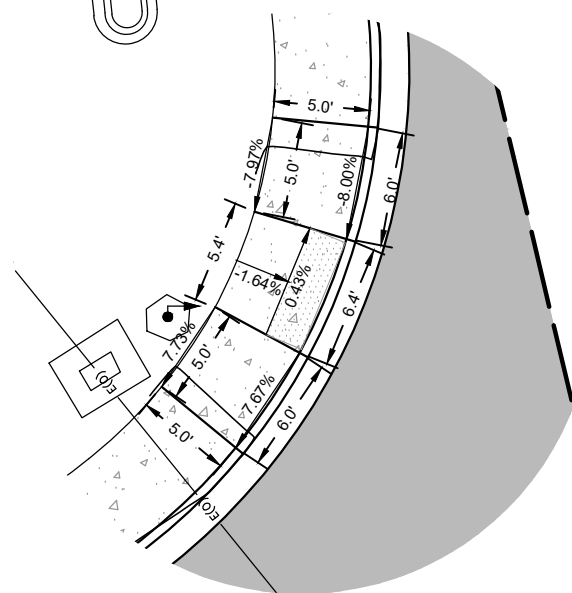
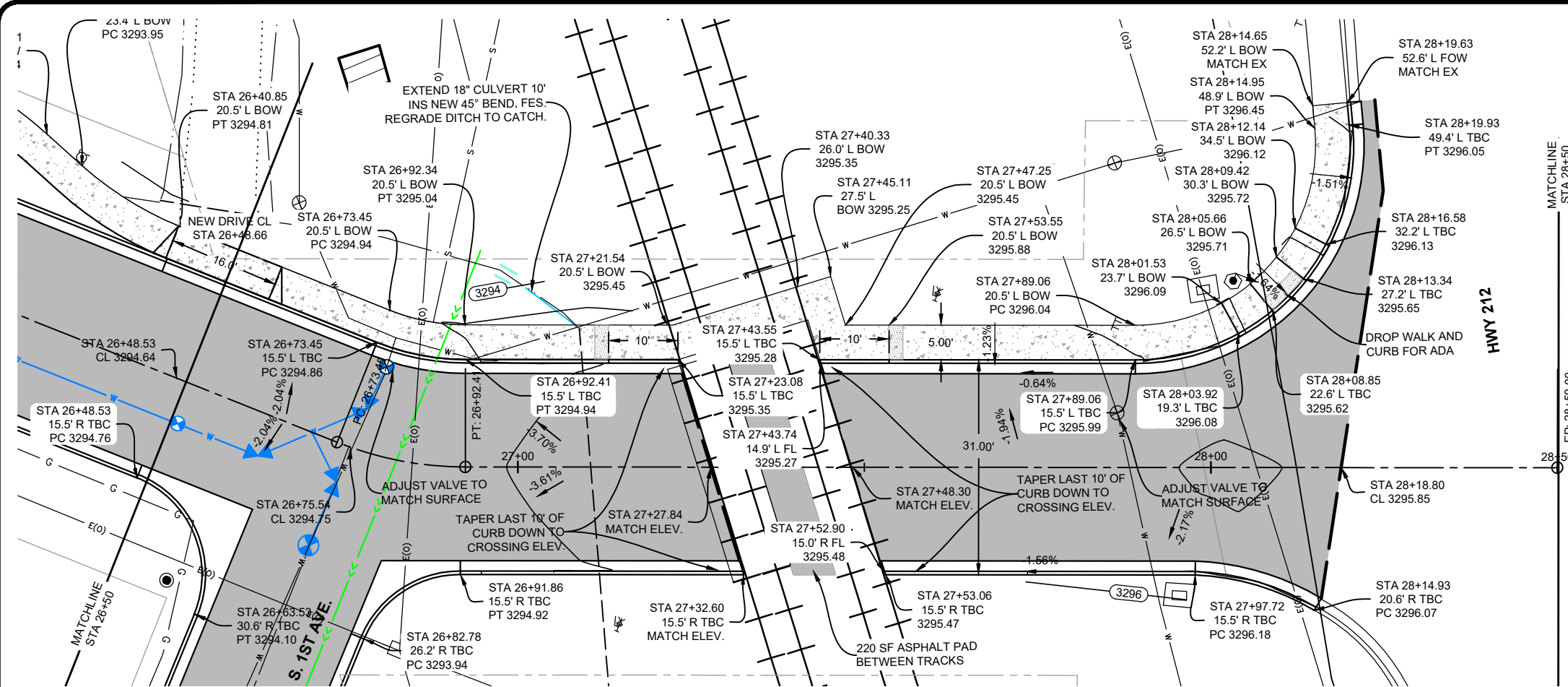
State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.



NOTE:
SEE INTERSECTION DETAIL SHEETS FOR SPECIFICS OF INTERSECTION GRADING.

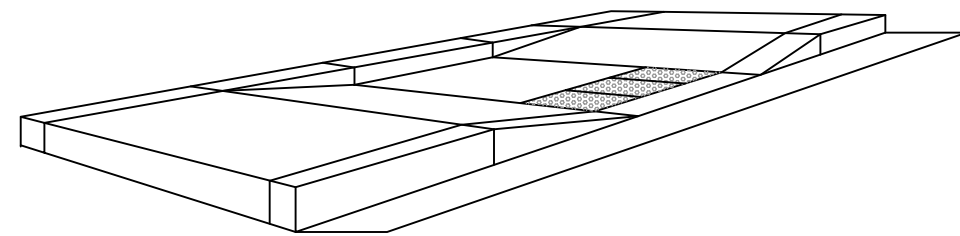
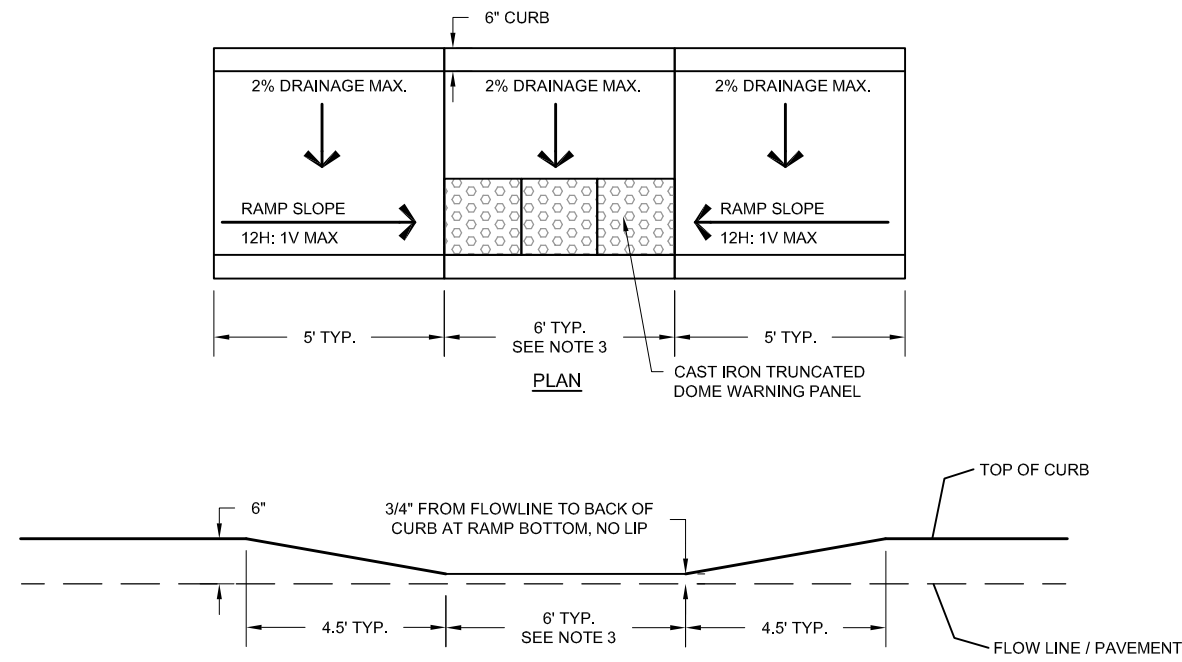


NO.	DATE	REVISION
1	04/25/22	ADDENDUM NO. 1

DRAFTED	MK
REVIEWED	RW
PROJECT NUMBER	2104-00862
ISSUE DATE	08/16/2023

SOUTH 4TH STREET RECONSTRUCTION
CITY OF LAUREL
LAUREL, MT
S. 4TH ST. STREETS PLAN & PROFILE STA 26+50 TO 28+50

SHEET
C14



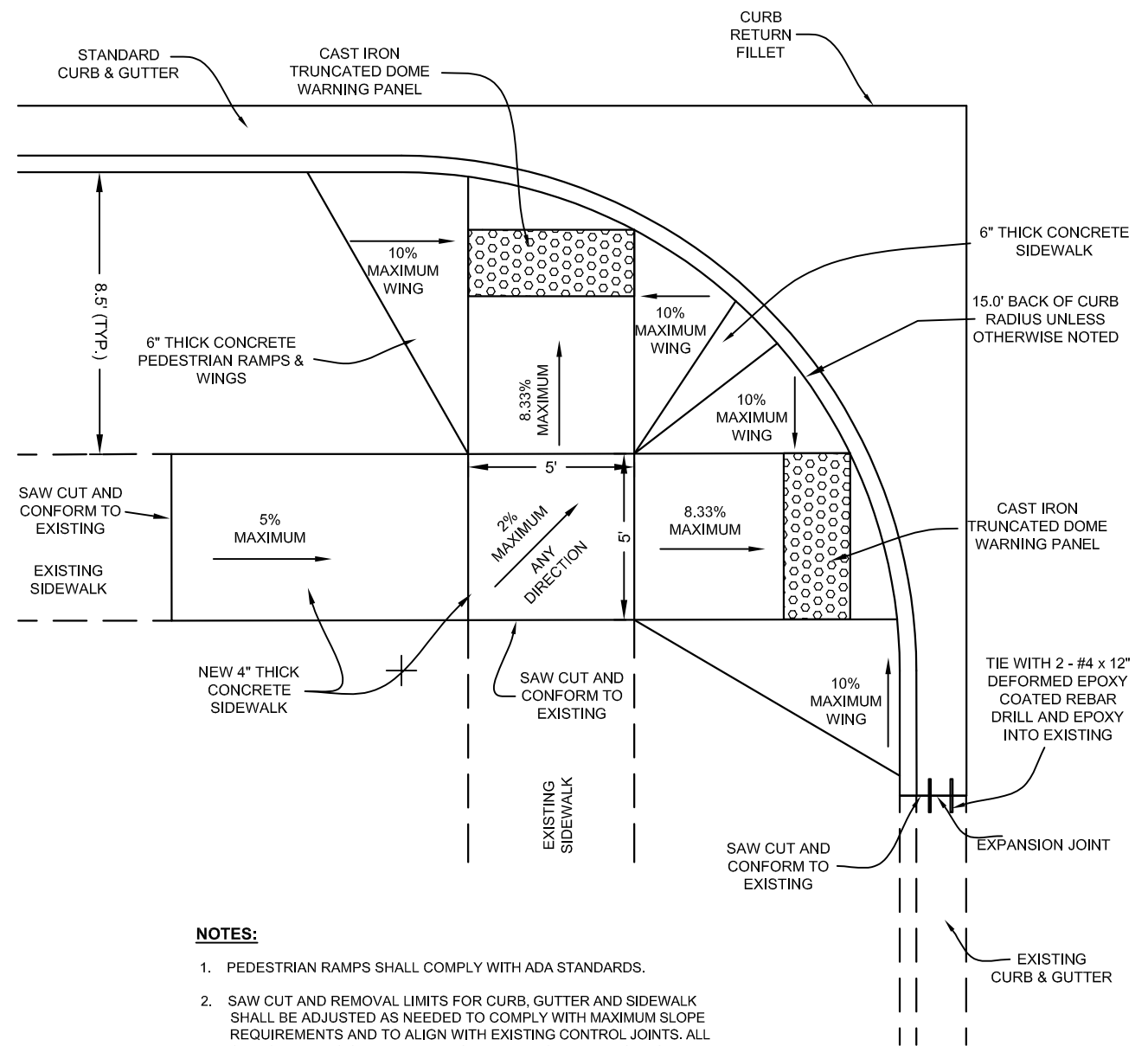
PERSPECTIVE

NOTES:

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

DROP SIDEWALK ACCESSIBLE RAMP WITH CURB

NOT TO SCALE



NOTES:

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

CONCRETE CURB RETURN & PEDESTRIAN RAMP DETAIL

NOT TO SCALE

REVISION	DATE	NO.

DRAFTED LT
REVIEWED
PROJECT NUMBER 2104-00862
ISSUE DATE 04/13/2022

SOUTH 4TH STREET RECONSTRUCTION
 CITY OF LAUREL, MONTANA
DETAILS - 4

SHEET D4

File Attachments for Item:

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

RESOLUTION NO. R22-80

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

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

RESOLUTION NO. R22-81

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

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

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

WHEREAS, on the 13th day of December 2022, the City Council adopted Resolution No. R22-76, a Resolution of Intent to adopt the updated Schedule of Fees and Charges and set a public hearing for the 27th day of December 2022; and

WHEREAS, a public hearing was held on the 27th day of December 2022, in order to provide opportunity for public input prior to adoption of the updated Schedule of Fees and Charges.

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY OF LAUREL
SCHEDULE OF FEES AND CHARGES
AS OF DECEMBER 27, 2022 RESOLUTION NO. R22-81

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

Returned Check	\$50.00
Document Photocopying	
First 3 pages	No Charge
Copies in excess of 3 pages – per page	\$0.25
Discovery Fee (Fee for production of discovery documents) (flat fee for USB drive).....	\$10.00
Additional Discovery Fee for Mailed Documents	\$10.00
Research City Records (Per Hour).....	\$50.00
Video Tape or DVD Copy	First Copy \$50.00
.....	Each Additional Copy \$15.00
Dog License Fees and Renewals before April 1 (must be renewed each year)	
Spayed Female/Neutered Male	\$20.00
Un-spayed Female/Un-neutered Male	\$30.00
Dog License Renewals after April 1	
Spayed Female/Neutered Male	\$30.00
Un-spayed Female/Un-neutered	\$40.00
Dog Kennel before April 1 (must be renewed each year)	
Non-Commercial	\$50.00
Commercial	\$75.00
Business License	
General	\$100.00
Beer and/or Wine License.....	\$400.00
Three Apartments.....	\$50.00
Four Apartments	\$60.00
Five or more Apartments	\$95.00
Pawn Shop	\$200.00
Utilities.....	\$400.00
Amusement Machines.....	\$100.00
Live Music	\$100.00
Junk.....	\$100.00
Liquor License	\$500.00
Franchises	\$400.00
Sexually Oriented Business	\$750.00

Police Department Fees and Charges

Victims Report.....	\$10.00
Case Report	\$40.00
Case Report with pictures.....	\$55.00
Vehicle Accident Report (form only)	\$20.00
Vehicle Accident Report with pictures	\$35.00
Audio Recording	\$75.00
Vehicle Impound – Per Day 1 st week	\$45.00
Vehicle Impound – Per Day after 1 st week	\$70.00
Dog Impound Fee (1 st in calendar year).....	\$35.00
Dog Impound Fee (subsequent in calendar year).....	\$50.00
Dog Boarding Fee (24 hours after notification) – Per Day.....	\$100.00
Fingerprint Card	\$35.00

Subsequent Fingerprint Cards – Per Card..... \$5.00
 False Alarm (3rd and consecutive in a calendar year).....\$100.00

Fire Department Fees and Charges

Incident Report (NFIRS Copy)..... \$40.00
 Photograph Copies – Digital (Copy of Disk)..... \$34.00
 Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations
 Base Rate for First Hour of Response for working fires, rescue operations, hazmat or
 large scale incidents \$1,500.00
 Base Rate for Service Assist Calls or Minor Calls..... \$1000.00
 For each Fireman \$35.00/hour
 Base Rate for Assist and Investigate..... \$250.00/hour

Rates for Additional Hours after the First Hour of Any Response
 (Time calculated from time of response to return to service.)

Engine #1 \$400.00
 Engine #2 \$400.00
 Engine #4 \$400.00
 Squad 5..... \$400.00
 Tender #1 \$125.00
 Tender #2 \$125.00
 Support #1 \$125.00
 Command 1 \$150.00
 Command 2 \$150.00
 Brush #1 \$150.00
 Brush #2 \$150.00
 Brush #3 \$150.00
 Brush #5 \$150.00

Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotechnics \$250.00

False Fire Alarms (per year)

First Free
 Second..... \$200.00
 Third..... \$400.00
 Fourth +..... \$600.00

Fire Extinguisher Training

10 Students..... \$150.00
 -Additional per student..... \$15.00

Ambulance Service Fees

Paramedic Base Rate \$1,900.00
 Basic Base Rate \$1,600.00
 First Lift Assist in a Quarter: No Charge
 Second Lift Assist in a Quarter: No Charge
 Third Lift Assist (and all that follow) in a Quarter: \$25.00
 EMT Class (plus the cost of books and testing) \$600.00
 Advanced EMT Class (plus the cost of books and testing) \$200.00

CODE	DEFINITION	CHARGE/RATE
A0425	Ambulance Mileage (per loaded mile)	\$18.00
A0428	Transport, BLS non-emergent	\$850.00
A0429	Transport, BLS emergent	\$1,200.00
A0426	Transport, ALS non-emergent	\$1,000.00

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

Water Rates & Charges

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

System Development Fees (Based on Line Size):

¾ Inch	\$2,500.00
1 Inch	\$4,475.00
1¼ Inch	\$6,950.00
1½ Inch	\$10,000.00
2 Inch	\$17,850.00
3 Inch	\$40,000.00
4 Inch	\$71,425.00

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

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

Utility Hook-Up Fees:

Water Tapping – Two Inches or Less	\$250.00
Water Tapping – Greater Than Two Inches	Fee x 1.25
Labor/Operator Rate Per Hour	\$60.00
Heavy Equipment Rate Per Hour.....	\$100.00

Other Fees for Repairs, etc.:

Frozen or Damaged Meter	Replacement meter or meter parts cost plus 25%
Plus the Labor/Operator Rate Per Hour	\$60.00

OR overtime hourly rate if called out after hours \$90.00
 Hydrant meter rental \$476.00/month prorated plus the total usage

Utility Billing Fees and Deposits:

New Accounts or Re-Establishing an Account..... \$35.00
 Restoring Service to a Delinquent Account..... \$75.00
 Deposit for New Meter Accounts, No Service in Previous Year..... \$170.00
 Charge for check returned by bank as unpaid..... \$50.00

Wastewater Rates & Charges

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

Septic dump fee..... \$60.00/minimum up to 1,000 gallons plus \$0.06/gallon thereafter;
 (Resolution No. R15-96)..... \$40.00 cleanup fee for spillage

System Development Fees

System Development Fees (Based on Line Size) – Sewer Residential

Each housing unit \$2,700.00
 Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.

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

¾ Inch \$2,700.00
 1 Inch \$4,833.00
 1¼ Inch \$7,506.00
 1½ Inch \$10,800.00
 2 Inch \$19,278.00
 3 Inch \$43,200.00
 4 Inch \$77,139.00

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

Solid Waste Fees and Charges

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

(Resolution No. R15-101)

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

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

Non-Residential Garbage Disposal Rate Schedule

See current resolution (R22-77).

Park and Recreation Fees and Charges

Shelter Reservation	\$50.00
Special Event Application Fee	\$35.00
Special Events in Parks	\$100.00/one day
.....	\$150.00/two days
Youth Activities	Fee can be waived by Mayor
Garbage Cans for Special Events	\$17.00/100 gallons prepaid
Special Event Clean Up Fee	\$45.00/hour/employee
Alcohol Sales at Special Event	\$100
Riverside Park Camping Fees	
Tent Space (per night)	\$20.00
Back in Space (per night)	\$25.00
Pull Through Space (per night).....	\$30.00
Riverside Park Building Reservation Fee	
Small Meeting Room	\$50.00
Large Meeting Room W/ Kitchen	\$400.00
Damage/Cleaning Deposit (Refundable upon Inspection)	\$400.00
Monthly (12) Meetings in Small Meeting Room W/ Use of Large Room Once	\$750.00 per year

Library

Photocopy Fees (per page).....	\$0.25
Printer Fees	
Black and White (per page)	\$0.25
Lost or Damaged Book	Cost
Library Cards for Non-Residents	
For Three Months (Minimum)	No Charge
Per Year	No Charge
Interlibrary Loan Postage (per item).....	\$5.00 After 3
Community Room	
Use during library hours	\$10.00/hour
Use after hours (per hour or any portion of an hour)	\$40.00
Refundable Cleaning Deposit	\$40.00
Library Card Replacement Fee (per Card).....	\$5.00
Fax Fees (per page).....	\$0.45 Send
.....	\$0.30 Receive

Cemetery Fees

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

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

City Residents

Full Grave	\$450.00
Baby Grave	\$300.00

Non-Residents

Full Grave	\$600.00
Baby Grave	\$350.00

Opening and Closing

Full Grave	\$380.00
Full Grave on Saturday mornings	\$480.00

Baby Grave	\$300.00
Baby Grave on Saturday mornings	\$350.00
Cremation.....	\$250.00
Cremation on Saturday mornings	\$300.00
Two Cremations on single plot	\$325.00
Two Cremations on single plot on Saturdays	\$ 400.00
Set Cremation Urn at existing Headstones	\$40.00
Private Sale of any plot (transfer processing fee)	\$45.00
Disinterment fee for a full burial	\$400.00
Disinterment fee for cremains.....	\$325.00

<u>Planning Item</u>	<u>Fee</u>	<u>Notes</u>
Annexation into the City of Laurel (80 acres or less)	\$ 750.00	+ \$35.00/acre
Annexation into the City of Laurel (81 acres or more)	\$ 750.00	+ \$55.00/acre
Cash in Lieu of Parking spaces outside of the Central Business District	\$ 850.00	+ \$25.00/space
Conditional Use Application (Commercial)	\$ 1,350.00	
Conditional Use Application (Residential)	\$ 850.00	
Floodplain Permit	\$ 300.00	
Home Occupations	\$ 200.00	
Outdoor Seating	\$ 300.00	+\$25.00/day
Planned Unit Development Concept Plan	\$ 850.00	
Planned Unit Development Preliminary Plan	\$ 1,350.00	+\$50.00/acre
Planned Unit Development Final Plan	\$ 1,600.00	+\$25.00/acre
Review of Buildings for Lease or Rent	\$ 350.00	
Site Plan Review Fee (Commercial)	\$ 600.00	
Site Plan Review Fee (Residential)	\$ 350.00	
Special Review (Commercial)	\$ 1,350.00	
Special Review (Residential)	\$ 850.00	
Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 600.00	
Staff Research	\$ 50.00	Per Hour
Temporary Use Permit	\$ 450.00	
Vacation of Street or Alley	\$ 350.00	
Variance (Commercial)	\$ 1,350.00	
Variance (Residential)	\$ 850.00	
Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 850.00	
Zone Change	\$ 1,350.00	+ \$45.00/acre
Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising	\$ 850.00	
Zoning Compliance/Verification Letter	\$ 200.00	
Zoning Map Amendment	\$ 1,750.00	+ \$45.00/acre

<u>Subdivision Item</u>	<u>Subdivision Fee</u>	<u>Notes</u>
Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval:	\$ 350.00	
Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents	\$ 350.00	
Exempt Subdivision	\$ 200.00	
Final Plat (Minor)	\$ 1,350.00	
Final Plat, Major Subdivision, 6 to 40 lots	\$ 1,750.00	
Final Plat, Major Subdivision, 41 to 200 lots	\$ 2,500.00	
Final Plat, Major Subdivision, Over 200 lots	\$ 3,500.00	
Major Adjustments for Minor Subdivisions	\$ 750.00	
Major Adjustments for Major Subdivision, 6 to 40 lots	\$ 1,350.00	
Major Adjustments for Major Subdivision, 41 to 200 lots	\$ 1,850.00	
Major Adjustments for Major Subdivision, Over 200 lots	\$ 2,350.00	
Minor Adjustments, Major and Minor Subdivisions	\$ 350.00	
Pre-Application Meeting	\$ 750.00	+ \$25.00/lot
Preliminary Plat (Minor)	\$ 1,950.00	+ \$50.00/lot
Preliminary Plat, Major Subdivision, 6 to 40 lots	\$ 2,250.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, 41 to 200 lots	\$ 2,950.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, Over 200 lots	\$ 3,750.00	+ \$25.00/lot
Subdivision for Rent or Lease, Final Plan	\$ 1,500.00	
Subdivision for Rent or Lease, Preliminary Plan	\$ 1,250.00	
All Appeals the same as the Application Fee		

Building Permit	Fee	<u>Notes</u>
Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour)	\$ 75.00	Per Hour
Additional Re-Inspection Fee	\$ 75.00	
Building Permit	-	See Appendix A
Demolition Permit	-	See Appendix A
Encroachment Permit	\$ 150.00	
Fence Permit	\$ 100.00	
Fire Inspection (includes one follow up inspection)	\$ 100.00	
Mobile Home Blocking Permit (includes two-meter inspections)	\$ 100.00	
Moving Permit	\$ 250.00	
Photocopies (over 3 pages)	\$ 0.25	Per Page
Plan Review (Commercial)	-	65% of Building Permit Fee
Plan Review (Residential)	-	50% of Building Permit Fee
Plotter Photocopies	\$ 7.00	Per page
Right-of-way Excavation Permit (Gravel)	\$ 150.00	
Right-of-way Excavation Permit (Paved)	\$ 200.00	
Roofing Permit (Commercial)	\$ 250.00	
Roofing Permit (Residential)	\$ 150.00	
Siding Installation Permit	\$ 75.00	
Sidewalk, Driveway Approach, Curb & Gutter Permit	\$ 150.00	
Sign Permit	-	See Appendix A
Sign Plan Review Fees	-	50% of Sign Permit Fee
Temporary Sign Permit	\$ 75.00	
Temporary Structure Permit	\$ 150.00	
Window Replacement Installation Permit – No Structural Modifications	\$ 75.00	

APPENDIX A: BUILDING PERMIT FEES

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

Valuation	BP Fee	RPR Fee	CPR Fee	Valuation	BP Fee	RPR Fee	CPR Fee
\$1 - \$500	\$ 36.00	\$ 18.00	\$ 23.40	\$22,001 - \$23,000	\$ 544.50	\$ 272.25	\$ 353.93
\$501 - \$600	\$ 40.50	\$ 20.25	\$ 26.33	\$23,001 - \$24,000	\$ 565.50	\$ 282.75	\$ 367.58
\$601 - \$700	\$ 45.00	\$ 22.50	\$ 29.25	\$24,001 - \$25,000	\$ 586.50	\$ 293.25	\$ 381.23
\$701 - \$800	\$ 49.50	\$ 24.75	\$ 32.18	\$25,001 - \$26,000	\$ 601.50	\$ 300.75	\$ 390.98
\$801 - \$900	\$ 54.00	\$ 27.00	\$ 35.10	\$26,001 - \$27,000	\$ 616.50	\$ 308.25	\$ 400.73
\$901 - \$1,000	\$ 58.50	\$ 29.25	\$ 38.03	\$27,001 - \$28,000	\$ 633.00	\$ 316.50	\$ 411.45
\$1,001 - \$1,100	\$ 63.00	\$ 31.50	\$ 40.95	\$28,001 - \$29,000	\$ 648.00	\$ 324.00	\$ 421.20
\$1,101 - \$1,200	\$ 67.50	\$ 33.75	\$ 43.88	\$29,001 - \$30,000	\$ 663.00	\$ 331.50	\$ 430.95
\$1,201 - \$1,300	\$ 72.00	\$ 36.00	\$ 46.80	\$30,001 - \$31,000	\$ 678.00	\$ 339.00	\$ 440.70
\$1,301 - \$1,400	\$ 76.50	\$ 38.25	\$ 49.73	\$31,001 - \$32,000	\$ 693.00	\$ 346.50	\$ 450.45
\$1,401 - \$1,500	\$ 81.00	\$ 40.50	\$ 52.65	\$32,001 - \$33,000	\$ 708.00	\$ 354.00	\$ 460.20
\$1,501 - \$1,600	\$ 85.50	\$ 42.75	\$ 55.58	\$33,001 - \$34,000	\$ 723.00	\$ 361.50	\$ 469.95
\$1,601 - \$1,700	\$ 90.00	\$ 45.00	\$ 58.50	\$34,001 - \$35,000	\$ 738.00	\$ 369.00	\$ 479.70
\$1,701 - \$1,800	\$ 94.50	\$ 47.25	\$ 61.43	\$35,001 - \$36,000	\$ 753.00	\$ 376.50	\$ 489.45
\$1,801 - \$1,900	\$ 99.00	\$ 49.50	\$ 64.35	\$36,001 - \$37,000	\$ 768.00	\$ 384.00	\$ 499.20
\$1,901 - \$2,000	\$ 103.50	\$ 51.75	\$ 67.28	\$37,001 - \$38,000	\$ 784.50	\$ 392.25	\$ 509.93
\$2,001 - \$3,000	\$ 124.50	\$ 62.25	\$ 80.93	\$38,001 - \$39,000	\$ 799.50	\$ 399.75	\$ 519.68
\$3,001 - \$4,000	\$ 145.50	\$ 72.75	\$ 94.58	\$39,001 - \$40,000	\$ 814.50	\$ 407.25	\$ 529.43
\$4,001 - \$5,000	\$ 166.50	\$ 83.25	\$ 108.23	\$40,001 - \$41,000	\$ 829.50	\$ 414.75	\$ 539.18
\$5,001 - \$6,000	\$ 187.50	\$ 93.75	\$ 121.88	\$41,001 - \$42,000	\$ 844.50	\$ 422.25	\$ 548.93
\$6,001 - \$7,000	\$ 208.50	\$ 104.25	\$ 135.53	\$42,001 - \$43,000	\$ 859.50	\$ 429.75	\$ 558.68
\$7,001 - \$8,000	\$ 229.50	\$ 114.75	\$ 149.18	\$43,001 - \$44,000	\$ 874.50	\$ 437.25	\$ 568.43
\$8,001 - \$9,000	\$ 250.50	\$ 125.25	\$ 162.83	\$44,001 - \$45,000	\$ 889.50	\$ 444.75	\$ 578.18
\$9,001 - \$10,000	\$ 271.50	\$ 135.75	\$ 176.48	\$45,001 - \$46,000	\$ 904.50	\$ 452.25	\$ 587.93
\$10,001 - \$11,000	\$ 292.50	\$ 146.25	\$ 190.13	\$46,001 - \$47,000	\$ 919.50	\$ 459.75	\$ 597.68
\$11,001 - \$12,000	\$ 313.50	\$ 156.75	\$ 203.78	\$47,001 - \$48,000	\$ 934.50	\$ 467.25	\$ 607.43
\$12,001 - \$13,000	\$ 334.50	\$ 167.25	\$ 217.43	\$48,001 - \$49,000	\$ 949.50	\$ 474.75	\$ 617.18
\$13,001 - \$14,000	\$ 355.50	\$ 177.75	\$ 231.08	\$49,001 - \$50,000	\$ 964.50	\$ 482.25	\$ 626.93
\$14,001 - \$15,000	\$ 376.50	\$ 188.25	\$ 244.73	\$50,001 - \$51,000	\$ 976.50	\$ 488.25	\$ 634.73
\$15,001 - \$16,000	\$ 397.50	\$ 198.75	\$ 258.38	\$51,001 - \$52,000	\$ 987.00	\$ 493.50	\$ 641.55
\$16,001 - \$17,000	\$ 418.50	\$ 209.25	\$ 272.03	\$52,001 - \$53,000	\$ 997.50	\$ 498.75	\$ 648.38
\$17,001 - \$18,000	\$ 439.50	\$ 219.75	\$ 285.68	\$53,001 - \$54,000	\$ 1,008.00	\$ 504.00	\$ 655.20
\$18,001 - \$19,000	\$ 460.50	\$ 230.25	\$ 299.33	\$54,001 - \$55,000	\$ 1,018.50	\$ 509.25	\$ 662.03
\$19,001 - \$20,000	\$ 481.50	\$ 240.75	\$ 312.98	\$55,001 - \$56,000	\$ 1,029.00	\$ 514.50	\$ 668.85
\$20,001 - \$21,000	\$ 502.50	\$ 251.25	\$ 326.63	\$56,001 - \$57,000	\$ 1,039.50	\$ 519.75	\$ 675.68
\$21,001 - \$22,000	\$ 523.50	\$ 261.75	\$ 340.28	\$57,001 - \$58,000	\$ 1,050.00	\$ 525.00	\$ 682.50

Valuation	BP Fee	RPR Fee	CPR Fee
\$58,001 - \$59,000	\$ 1,060.50	\$ 530.25	\$ 689.33
\$59,001 - \$60,000	\$ 1,071.00	\$ 535.50	\$ 696.15
\$60,001 - \$61,000	\$ 1,081.50	\$ 540.75	\$ 702.98
\$61,001 - \$62,000	\$ 1,092.00	\$ 546.00	\$ 709.80
\$62,001 - \$63,000	\$ 1,102.50	\$ 551.25	\$ 716.63
\$63,001 - \$64,000	\$ 1,113.00	\$ 556.50	\$ 723.45
\$64,001 - \$65,000	\$ 1,123.50	\$ 561.75	\$ 730.28
\$65,001 - \$66,000	\$ 1,134.00	\$ 567.00	\$ 737.10
\$66,001 - \$67,000	\$ 1,144.50	\$ 572.25	\$ 743.93
\$67,001 - \$68,000	\$ 1,155.00	\$ 577.50	\$ 750.75
\$68,001 - \$69,000	\$ 1,165.50	\$ 582.75	\$ 757.58
\$69,001 - \$70,000	\$ 1,176.00	\$ 588.00	\$ 764.40
\$70,001 - \$71,000	\$ 1,186.50	\$ 593.25	\$ 771.23
\$71,001 - \$72,000	\$ 1,197.00	\$ 598.50	\$ 778.05
\$72,001 - \$73,000	\$ 1,207.50	\$ 603.75	\$ 784.88
\$73,001 - \$74,000	\$ 1,218.00	\$ 609.00	\$ 791.70
\$74,001 - \$75,000	\$ 1,228.50	\$ 614.25	\$ 798.53
\$75,001 - \$76,000	\$ 1,239.00	\$ 619.50	\$ 805.35
\$76,001 - \$77,000	\$ 1,249.50	\$ 624.75	\$ 812.18
\$77,001 - \$78,000	\$ 1,260.00	\$ 630.00	\$ 819.00
\$78,001 - \$79,000	\$ 1,270.50	\$ 635.25	\$ 825.83
\$79,001 - \$80,000	\$ 1,281.00	\$ 640.50	\$ 832.65
\$80,001 - \$81,000	\$ 1,291.50	\$ 645.75	\$ 839.48
\$81,001 - \$82,000	\$ 1,302.00	\$ 651.00	\$ 846.30
\$82,001 - \$83,000	\$ 1,312.50	\$ 656.25	\$ 853.13
\$83,001 - \$84,000	\$ 1,323.00	\$ 661.50	\$ 859.95
\$84,001 - \$85,000	\$ 1,333.50	\$ 666.75	\$ 866.78
\$85,001 - \$86,000	\$ 1,344.00	\$ 672.00	\$ 873.60
\$86,001 - \$87,000	\$ 1,354.50	\$ 677.25	\$ 880.43
\$87,001 - \$88,000	\$ 1,365.00	\$ 682.50	\$ 887.25
\$88,001 - \$89,000	\$ 1,375.50	\$ 687.75	\$ 894.08
\$89,001 - \$90,000	\$ 1,386.00	\$ 693.00	\$ 900.90
\$90,001 - \$91,000	\$ 1,396.50	\$ 698.25	\$ 907.73
\$91,001 - \$92,000	\$ 1,407.00	\$ 703.50	\$ 914.55
\$92,001 - \$93,000	\$ 1,417.50	\$ 708.75	\$ 921.38
\$93,001 - \$94,000	\$ 1,428.00	\$ 714.00	\$ 928.20
\$94,001 - \$95,000	\$ 1,438.50	\$ 719.25	\$ 935.03
\$95,001 - \$96,000	\$ 1,449.00	\$ 724.50	\$ 941.85
\$96,001 - \$97,000	\$ 1,459.50	\$ 729.75	\$ 948.68
\$97,001 - \$98,000	\$ 1,470.00	\$ 735.00	\$ 955.50
\$98,001 - \$99,000	\$ 1,480.50	\$ 740.25	\$ 962.33
\$99,001 - \$100,000	\$ 1,491.00	\$ 745.50	\$ 969.15

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

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

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

Residential Plan Review = 50% of Permit Fee

Commercial Plan Review = 65% of Permit Fee

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

File Attachments for Item:

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

RESOLUTION NO. R22-82

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

KOIS EQUIPMENT COMPANY INC.

BROTHERS S

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

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

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

DATE 11/16/22
 PAGE 1
 QUOTE NO. 22-17176
 *** QUOTE ***

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

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

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

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

Thank You,
 Roy Pilcher
 406-403-5321

CUSTOMER SIGNATURE



DATE



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

*** CONTINUED NEXT PAGE ***

KOIS EQUIPMENT COMPANY INC.

BROTHERS

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 Commerce City, CO 80022
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 Fax: 303-298-8527

BILLINGS
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 Billings, MT 59101
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 Fax: 406-652-3744

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

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

MILES: 16,000
 VIN: 1FDAF56R58EC66596

DISCOUNT	*GOOD CUSTOMER	-1.00	EA	2,500.00	-2,500.00
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All returned goods must be accompanied by invoice and are subject to handling charge after 30 days.

NO RETURNS AFTER 90 DAYS

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

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

KOIS EQUIPMENT COMPANY INC.

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Fax: 303-298-8527

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Fax: 406-652-3744

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1610 River Drive North
Great Falls, MT 59401
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Fax: 406-452-2799

DATE 12/ 1/22 PAGE 1
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MATT WHEELER 406-628-7431
P.O. BOX 10
LAUREL MT 59044

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

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Thank You,
Roy Pilcher
406-403-5321

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

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

Size of toolboxes may change depending on the configuration of chassis
PRODUCT QUOTED MAY DIFFER FROM PICTURE DUE TO SPECIFICATIONS AND OPTIONS.

CUSTOMER SIGNATURE

DATE



KOIS EQUIPMENT COMPANY INC.

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

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

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

NO RETURNS AFTER 90 DAYS

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

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

TOTAL 9,756.00

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

CUSTOMER SIGNATURE

DATE



KOIS EQUIPMENT COMPANY INC.

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

PART NUMBER	DESCRIPTION	QTY ORD	UOM
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KOIS BUILT	*TRUNDLE DRAWER W/ DIVIDER	1.00	EA
SHOP SUPPLIES	SUPPLIES & DISPOSAL FEE HARDWARE, BOLTS, ETC..	1.00	EA
LABOR INSTALL	INSTALLATION LABOR TO INSTALL TOOLBOXES	3.00	EA
FREIGHT ESTIMATE	CHARGES MAY CHANGE DUE TO ACCELERATED FUEL PRICING	1.00	EA

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

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

File Attachments for Item:

13. Resolution No. R22-83: A Resolution Of The City Of Laurel City Council Authorizing The Mayor To Execute All Necessary Agreements For Services Performed By 120 Water Audit, Inc. Related To Lead Service Line Compliance.

RESOLUTION NO. R22-83

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



Lead Service Line Inventory Scope Of Work

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

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

Inventory Development Methodology:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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



120Water

City of Laurel - MT - LSLI

City of Laurel - MT

115 W 1ST ST

-

Laurel, MT 59101

United States

Reference: 20221104-161144287

Quote created: November 4, 2022

Quote expires: December 30, 2022

Quote created by: Joseph Duysen

Regional Account Manager

joseph.duysen@120water.com

Matt Wheeler

mwheeler@laurel.mt.gov

406-628-4796

Comments from Joseph Duysen

Products & Services

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

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

Purchase terms

Invoice Terms: Net 30

Billing Street Address: PO Box 10

Billing City: Laurel

Billing State: MT

Billing Zip Code: 59044

Billing Country: US

Billing Notes (if applicable):

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

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

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



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

120Water
250 S Elm St
Zionsville, IN 46077
US

LEAD AND COPPER RULE REVISIONS CHECKLIST

Your Step By Step Guide to Managing LCRR Readiness and Compliance

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

Service Line Inventory

Gather and Manage Service Line Information

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

LSL Replacement Plan

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

Build and Verify Your Service Line Inventory

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

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

□ Public Transparency and Notification

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

Sampling and Treatment

□ Residential Sampling

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

□ School and Daycare Sampling


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

□ WQP Sampling

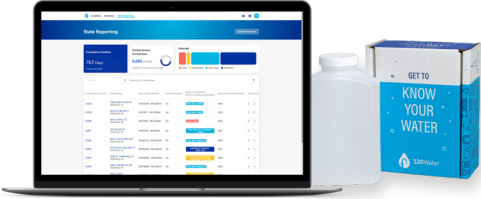
- Sample WQPs at the locations, frequency and parameters required by your state
- Add new WQP sample sites under Find and Fix where lead exceedances are found

□ Corrosion Control Treatment (CCT)

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



120Water™
120water.com/lcrr



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

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

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



120Water™

Smyrna, GA Gets Ahead of Lead:

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

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

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

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

450
informational
postcards
mailed to
residents

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

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

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

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

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



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

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





120Water™

Best Practices for Inventory Development

The Second step of
Lead and Copper Rule Compliance

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



School & Childcare
Facility Sampling



24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



"Find & Fix" Provision
Retest & Remediate



Action & Trigger Level
15 ppb vs 10 ppb

Key Dates

December 16, 2021
LCRR Effective Date

October 16, 2024
LCRR Compliance Date

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

Get Started

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

Develop

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

Verify

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

Replace, Sample, Report

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

Our Approach

Preliminary records-based inventory established

Compliant inventory submitted to EPA by 10/16/2024

Preliminary Inventory Development

Inventory Verification

LSL Replacement

CREATE a records-based preliminary service line inventory

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

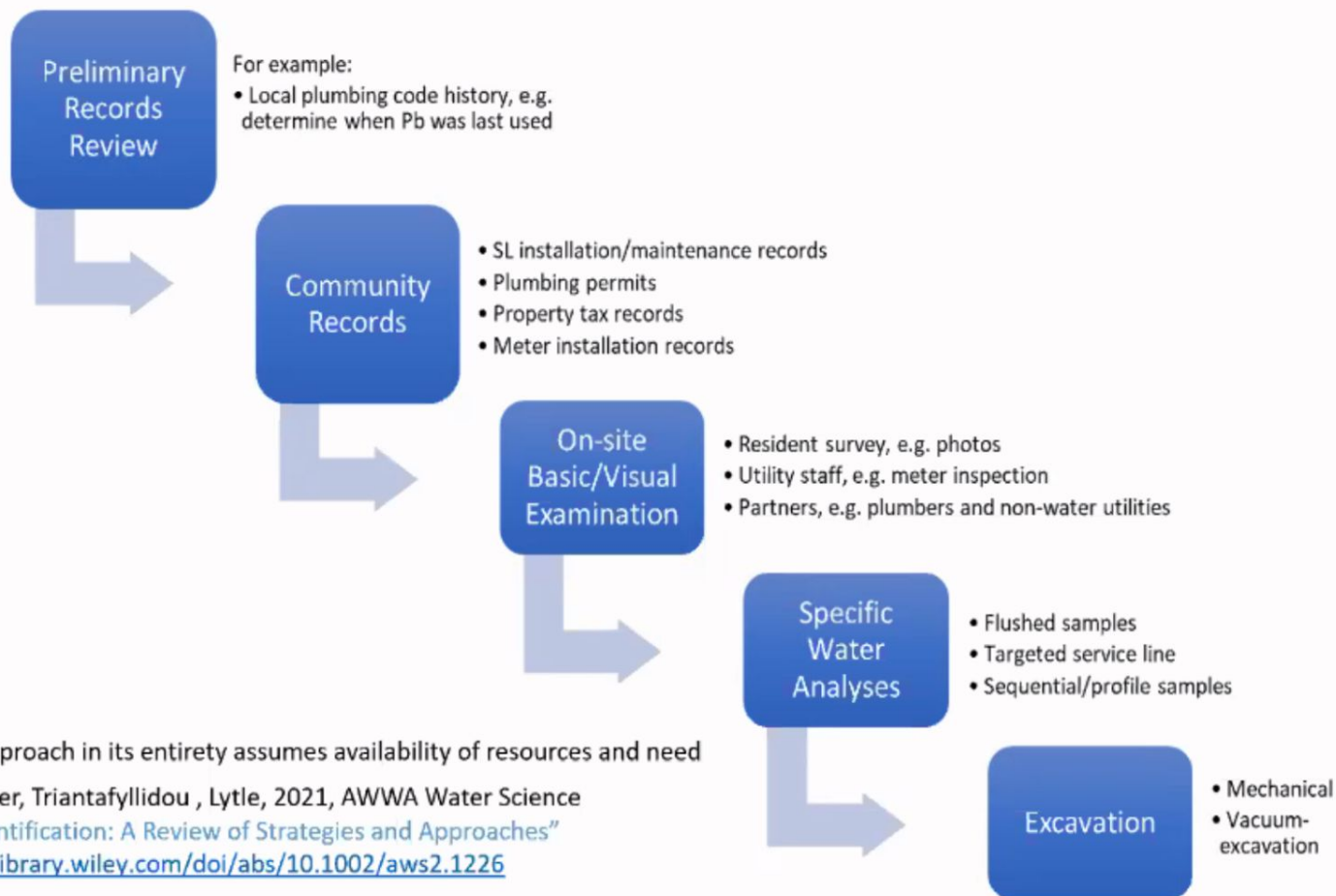
VERIFY unknown material type service lines, update & submit

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

CREATE replacement plan and REPLACE lead service lines

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

Suggested stepwise SL identification approach



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

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

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

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

Top Data Sources to Build Your Inventory

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

The screenshot displays the ArcGIS Connector interface. On the left, a map of Brownsburg, IN, shows numerous orange dots representing service line locations. A popup window titled "Service Line Materials" is open over one of these dots, displaying the following information:

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

A blue arrow points from this popup to a detailed view of a service line on the right. The detailed view is titled "8500 Lockerbie Dr, Brownsburg, IN 46112" and includes the following information:

- External ID: 367
- Service Line: 477 (In Service)
- Public Line: Material: Cu, No Lead; Verification: Records; Installed Date: 02/07/1991; Verified By: John Bernstein; Verification Date: 02/07/1991.
- Fittings: Lead Fittings: No; Verification: Records; Verified By: John Bernstein.
- Private Line: Material: Lead; Verification: Visual; Installed Date: --; Verified By: Tom Smith; Verification Date: 12/09/2021.
- Diameter (in): 1"; Depth (in): 36".

Customer Engagement Strategy

Planned, Proactive, Positive

Automated and triggered communications

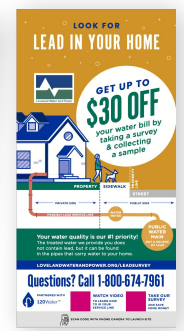
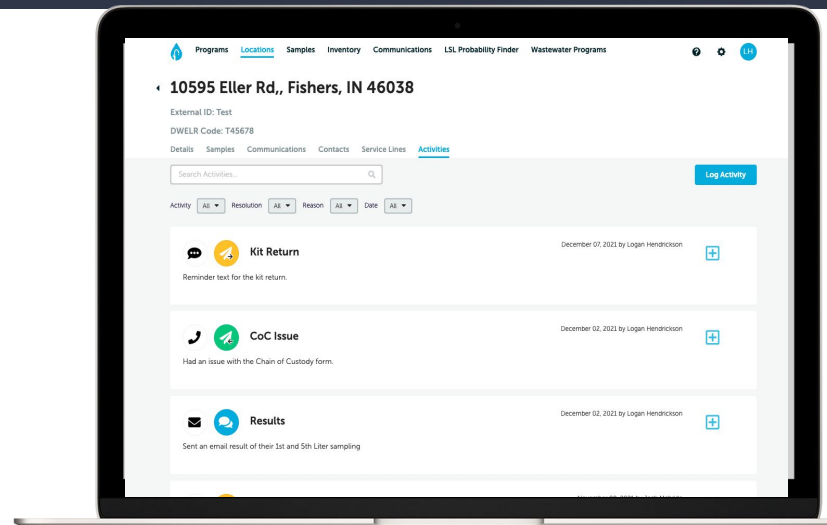
- Automatically generate and send templated notices anytime and anywhere they are needed.
- Engage with one location or the entire distribution system with a few clicks.

End-to-end activity tracking

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

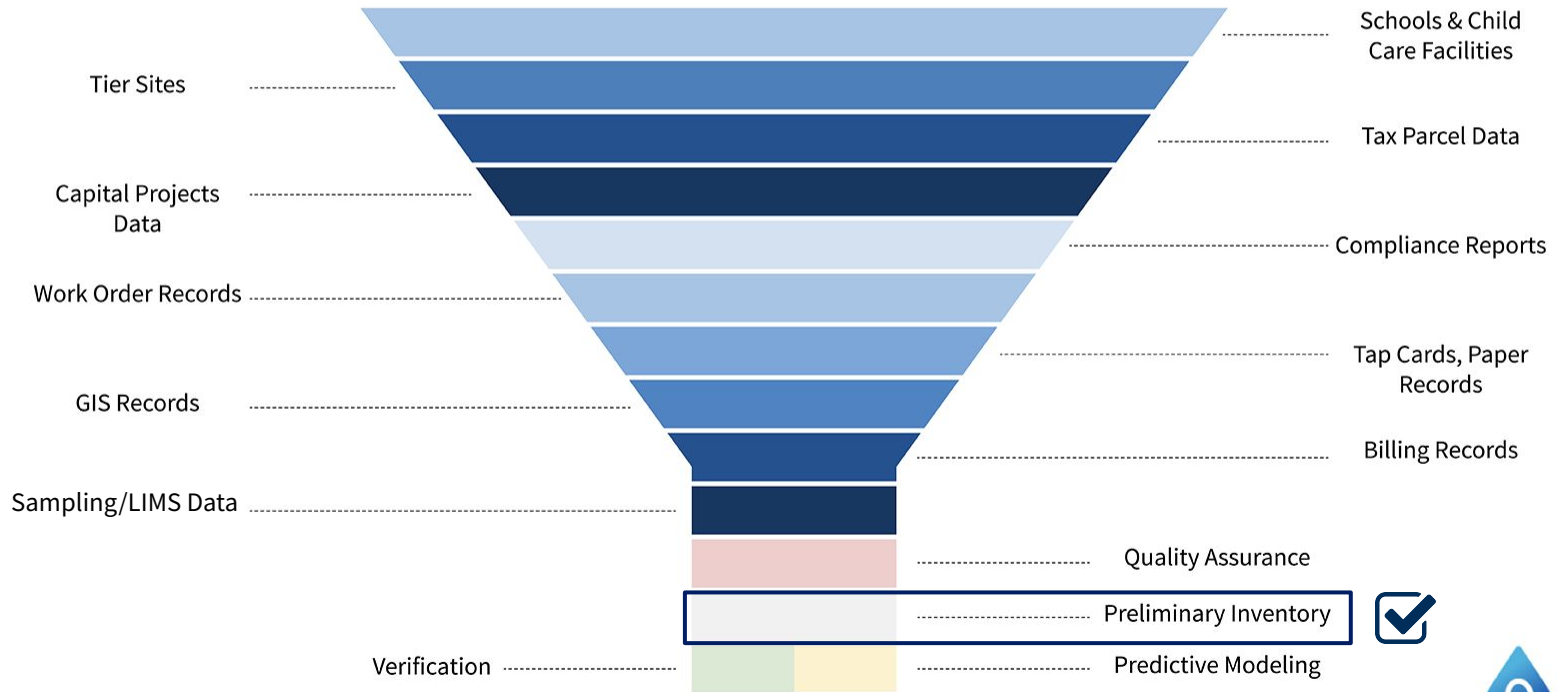
Custom postcards and surveys

- Provide an engaging and positive brand experience.



Preliminary Inventory Development

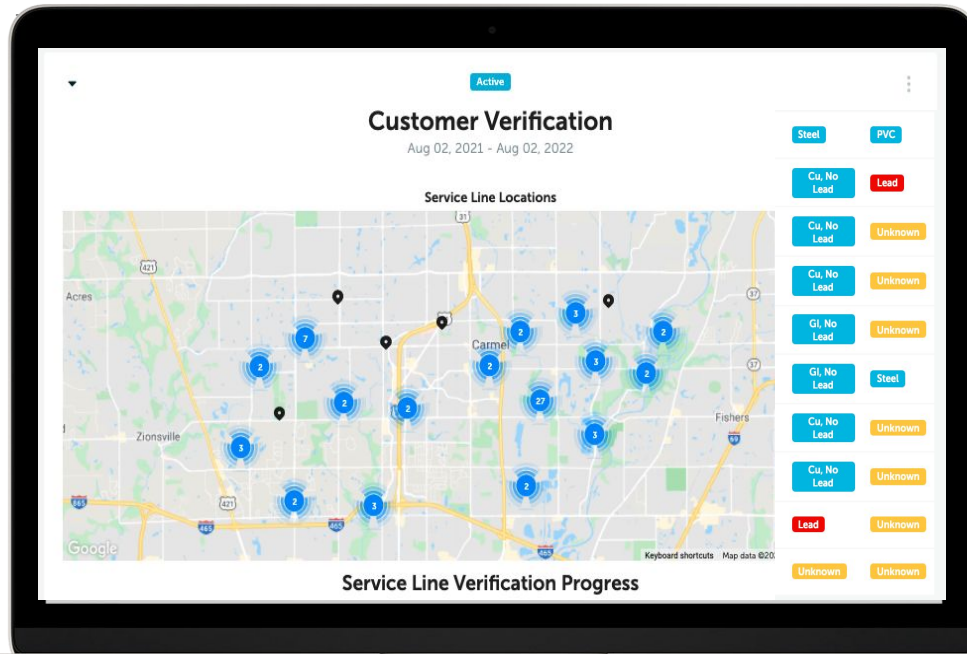
Create your inventory, regardless of starting place



Verification Workflow Management

Verify

Track every step of the verification process



Service Line: In Service		<a>Edit Details <a>Delete	
Verified Status	Verified Date		
Verified Lead	07/07/2021		
Public Line			
Material	Verification	Fittings	
Cu, No Lead	Records	Lead Fittings	
Installed Date	Verified By	Unknown	
03/04/1993	Roger M.	Verification	
Verification Date	Removal Date	--	
05/12/2021	--	Verified By	
Diameter (in)	Depth (in)	--	
--	--	Verification Date	
--	--	--	
Private Line			
Material	Verification		
Lead	Visual - Swab		
Installed Date	Verified By		
--	Tony R.		
Verification Date	Removal Date		
07/07/2021	--		
Diameter (in)	Depth (in)		
--	--		

How do I get started?

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

Develop

1. Develop Preliminary Inventory
 - a. Gather, digitize, and clean existing SL data
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2. Create Customer Engagement Strategy
3. *Run Predictive Model*

Verify

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

Replace, Sample, Report

- 6. Pitcher/Filter Program**
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
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Our Approach

Preliminary records-based inventory established

Compliant inventory submitted to EPA by 10/16/2024



VERIFY unknown material type service lines, update & submit

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

CREATE replacement plan and REPLACE lead service lines

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

Private-side Verification

Verify your *customer owned* inventory efficiently

Lead check swabs | Customer survey postcards

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



Survey:

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

Customer Name: _____

Primary Phone: _____

Email Address: _____

LCR Participation:

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

Structure Type (Check one)

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

Year of Construction (Check one)

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

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

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

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

Verify

Using Lead Check Swabs

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

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

1. The Service Line
2. Interior plumbing with solder

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

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



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

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

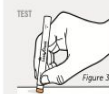
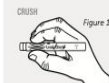
STEP 2: Crush the swab on the A and B marks (See Figure 1). Turn the swab tip-side-down and shake it several times (See Figure 2). Then gently squeeze until a yellow liquid comes to the surface.

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

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

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

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



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

PLEASE KEEP IN MIND:

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

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



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TAKE THIS SHORT SURVEY TO HELP US PROTECT YOUR DRINKING WATER

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

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



MAIL: Back of this postcard



PHONE: (800) 674-7961



EMAIL: support@120water.com



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



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

Thank you for your response.



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

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



NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

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

- Lead
 Galvanized steel
 Copper
 Plastic
- Other: _____
 Unknown
 I am unsure and would like someone from INSERT CLINET NAME to assist me in identifying the material.

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

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

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

- Prior to 1960
 1960 to 1988
- After 1988
 I am unsure

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

- Yes
 No

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

- Yes
 No



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



Submit your survey by

FRIDAY, OCTOBER 14TH, 2022

for a chance to win

SIX MONTHS OF WATER FOR FREE.

(restrictions may apply)

Verify

Public-side Verification

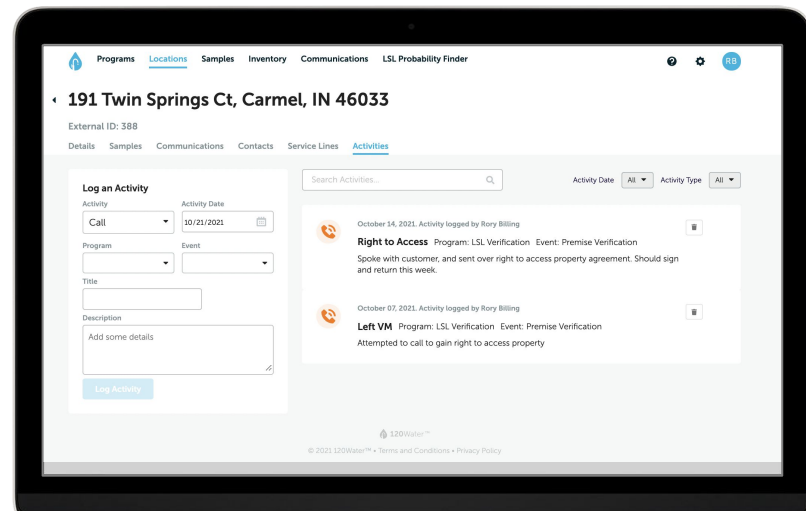
Verify

Verify your *utility owned* inventory efficiently

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

Public Line

Material	Verification
Cu, No Lead	Visual - Excavation
Installed Date	Verified By
06/23/1988	Paul B.
Verification Date	Removal Date
--	--
Diameter (in)	Depth (in)
--	--



Location Record

Service Line Details



Wholistic location-based view



Track to relevant programs and events



Add material and asset-specific details



Add photos

Programs Locations Samples Inventory Communications LSL Probability Finder

1043 Ridge Ct, Carmel, IN 46033

External ID: 179

Details Samples Communications Contacts Service Lines Activities

External ID: 289

39.9737165, -86.1116975

Program
Lead and Copper Rule

Event
LCR - 2021

Service Line: 289 In Service Edit Details Delete

Verified Status Verified Lead Verified Date 01/04/2022

Public Line		Fittings		Private Line	
Material	Verification	Lead Fittings		Material	Verification
Lead	Visual	Unknown		Cu, No Lead	Modeling
Installed Date	Verified By	Verification		Installed Date	Verified By
--	JJ	--		--	--
Verification Date	Removal Date	Verified By		Verification Date	Removal Date
01/04/2022	--	--		01/10/2021	--
Diameter (in)	Depth (in)	Verification Date		Diameter (in)	Depth (in)
--	--	01/24/2021		--	--

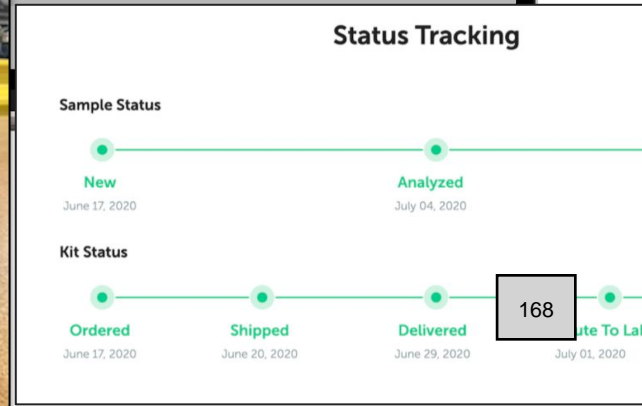
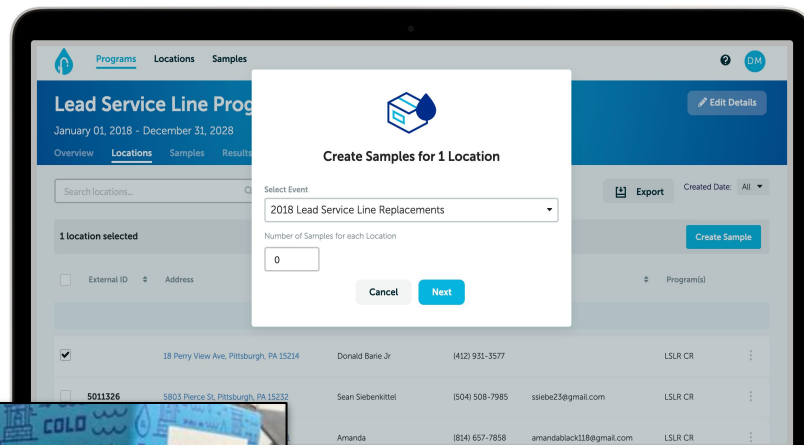
167

Sampling

Replace, Sample, Report

1st and 5th Liter kits

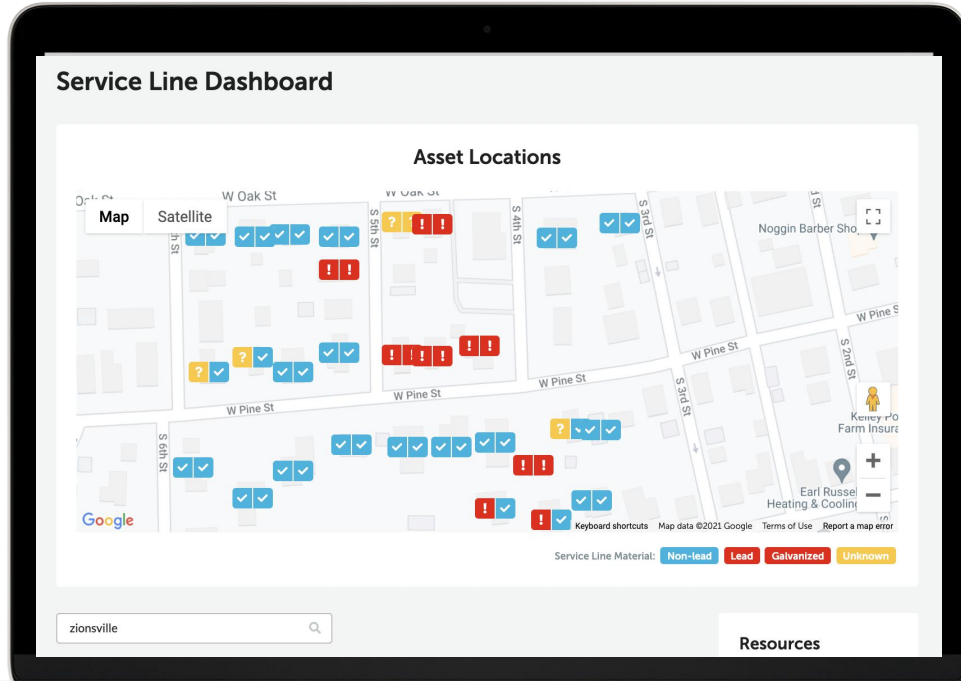
- Create samples and order kits to be direct shipped with a few clicks
- Track sample and kit status separately in real-time
- View lab results (automatically uploaded to 120Water platform)
- Access sampling history for each location



Public Transparency Dashboard

Verify

Build trust and stay compliant with ease



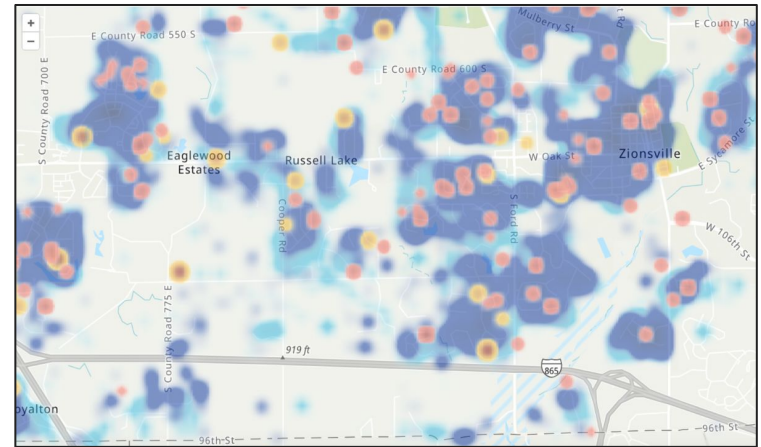
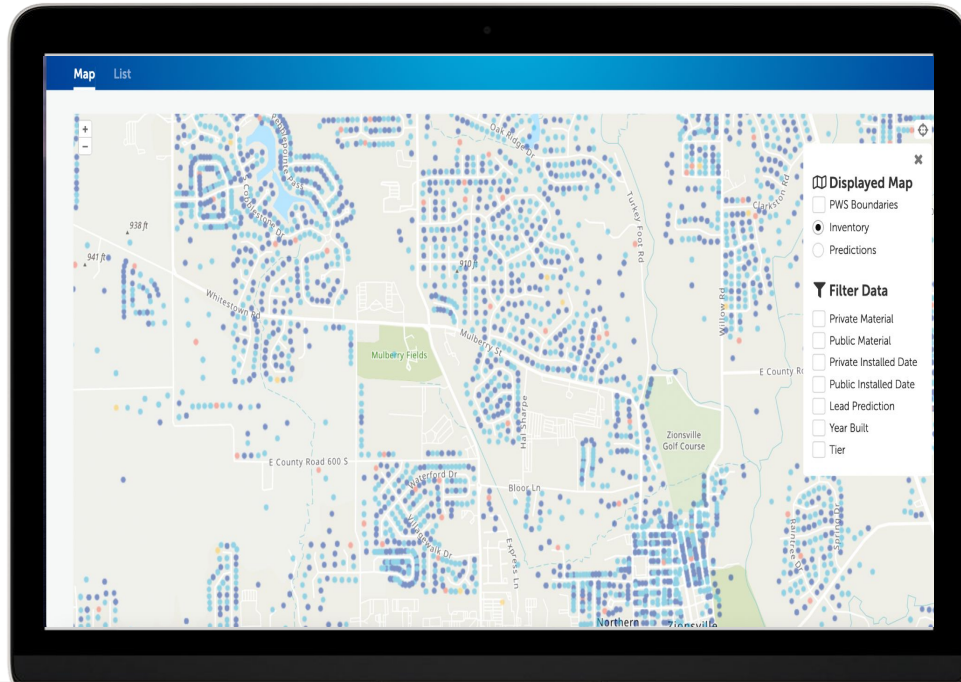
Showing 10 of 31 Assets

Address	Public / Private	Updated Date
151 Augusta Street, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
25 Primrose St., Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
2626 Levee Drive, Pawnee, IN 62558	Lead Lead	05/05/2021
308 High Ridge Court, Pawnee, IN 62558	Non-lead Unknown	05/05/2021
38 Edgefield Rd, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
58 Lower River Dr., Pawnee, IN 62558	Non-lead Lead	05/05/2021
60 Ridge St., Pawnee, IN 62558	Unknown Unknown	05/05/2021
64 N. Mechanic Road, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021
64 Trenton St, Pawnee, IN 62558	Lead Lead	05/05/2021
657 S. Blackburn Ave., Pawnee, IN 62558	Lead Lead	05/05/2021

Public Transparency Dashboard

Verify

Build trust and stay compliant with ease



Showing 10 of 31 Assets

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

Our Approach

Preliminary records-based inventory established

Inventory Verification

VERIFY unknown material type service lines, update & submit

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

Compliant inventory submitted to EPA by 10/16/2024

LSL Replacement

CREATE replacement plan and REPLACE lead service lines

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

Our Approach: Program Timeline



Preliminary Inventory Development

In this phase we're **creating a records-based preliminary inventory** that will determine the volume and location of service lines with unknown material types in the distribution system.

The timespan of this phase is influenced by the size of the client, the volume of data set(s) available/provided, the speed at which the client can provide the data set(s), and if paper-based records such as Tap Cards and as-builts are being digitized & transcribed..

Verification

In this phase we're **providing guidance on recommended methods** and prioritization locations for verification as well as the **software and verification method tools needed** to execute the verification effort.

The timespan of this phase is influenced by the volume of service lines with unknown material types and the verification method(s) used.

Replacement

In this phase we're creating (or **supporting the client in creating**) **their LSL Replacement Plan** as well as providing the **software, program support and pre/post construction water testing kits needed** to execute the replacement effort.

The timespan of this phase is influenced by the volume of LSLs needing to be replaced and the pace of replacement determined by the client relative to their capital plan

Expand Your Preliminary Inventory



01 Preliminary Inventory in 120Water
Confirmed LSLs and Non-LSLs



02 Add Tax Parcel Data
Publicly-sourced + 120Water Owned



03 Run Predictive Model
Decision Trees



04 Create Verification List
For all locations

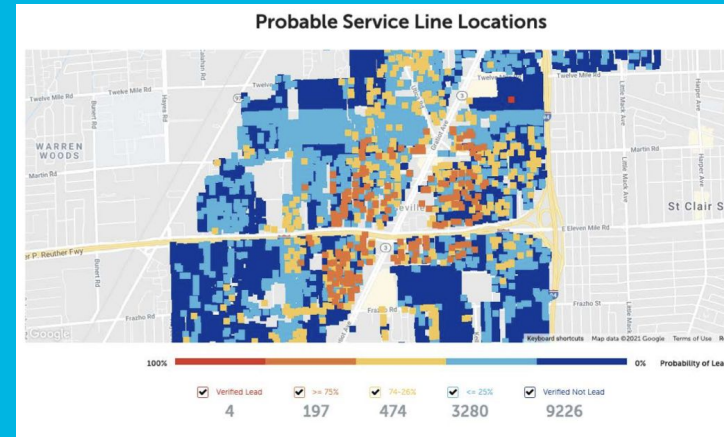


05 Verify
Update Inventory

173

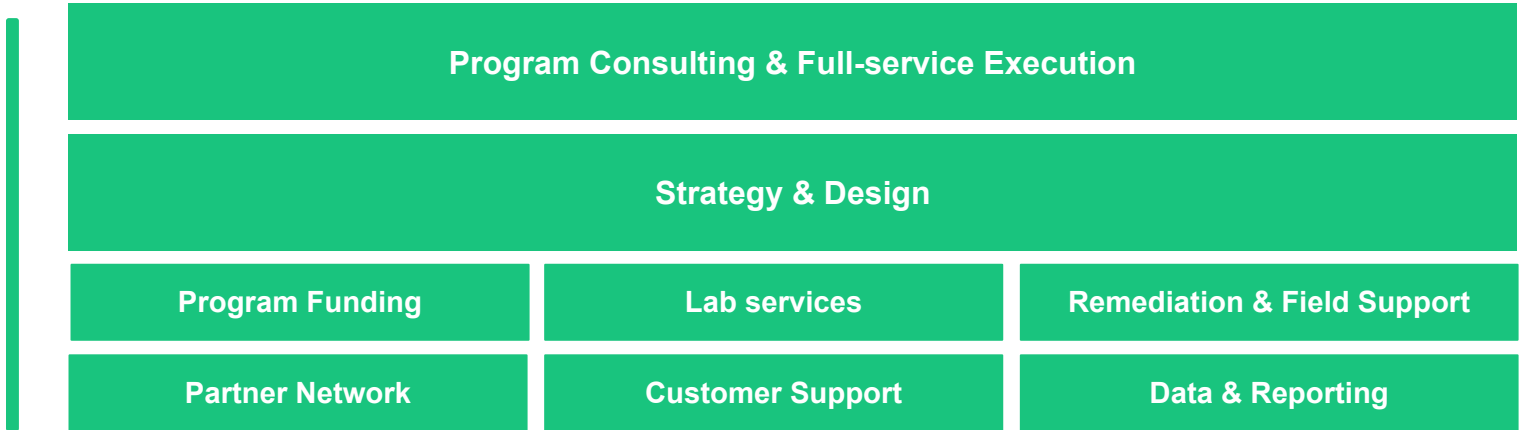
Generate Your LSL Inventory

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



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

**PROFESSIONAL
SERVICES**



How we help you save



Comply

Comply with regulations requiring lead service line inventories.



Prioritize

Prioritize and manage lead service line replacement work.



Cut Costs

Reduce cost and eliminate unnecessary digs.

In house comparison

JUST FOR SENDING SURVEYS:

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

WITH 120Water

- Quick design/ KO meeting > 1 hr

State Rural Water Partners



Trusted Lead Program Experts

Associations



Agencies



Partners



Water Systems





THANK
YOU

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



120Water™

Service Line Inventory

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



Develop

Develop your preliminary inventory



Verify

Public and private side LSL verification



Prepare & Report

Prepare for compliance and school sampling

Communicate

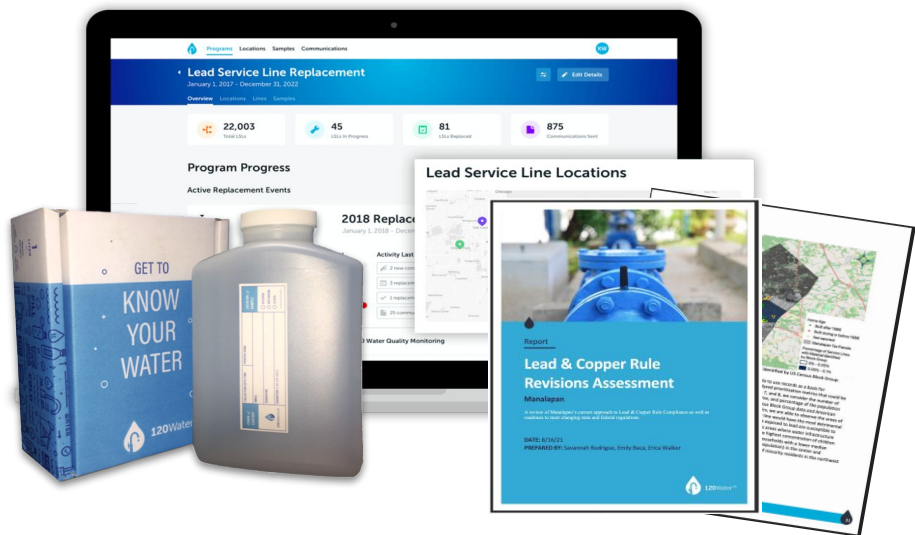
EPA is requiring water systems to **identify** and **make public** the locations of lead service lines

120Water Suite

Easy to use **Software**

Full-service logistics for **Kits**

Expert guidance & **Services**



Replace, Sample, Report

Verify

Develop

Communication, Workflow, Data mgmt

120Water Platform



250+ PWS in 30 States



12+ State agency school/daycare sampling programs



The 120Water Platform

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

SOFTWARE

Data Management | Workflow Management | Communication Management | Logistics Management

Sampling | Testing | Kit Tracking

Remediation | Field Tech Management

Communications | Workflows | Notifications

Contacts | Lists | Search | Activities | Documents | Photos

Reporting | Dashboards | Insights

Custom Fields | Configuration | User Roles | Account Management

Predictive Modeling

Public Transparency Dashboard

DATA

Data Stream Integration Engine (*OpenAPI, EDD Connect, IoT/SCADA/App Connectors*)

Lab & Testing Data

IoT Devices

Data Connectors

KITS

1st and 5th Liter Water Testing Kits

Private-side Verification Kits

Pitcher Filter Kits

SERVICES

Program Consulting & Full-service Execution

Partner Network & Lab Services

Program Funding

Strategy & Design

Remediation & Field

Tap Card Digitization

Customer Support

Data & Reporting

The 120Water Platform

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

SOFTWARE

Data Management

Workflow Management

Communication Management

Logistics Management

KITS

End-to-end logistics management

The right kit for every program

1st and 5th Liter
Water Testing Kits

Private-side
Verification Kits

Pitcher Filter Kits

Custom-branded packaging

SERVICES

Program Consulting & Full-service Execution

Strategy & Design

Program Funding

Lab services

Remediation & Compliance

Partner Network

Customer Support

Data & Reporting

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File Attachments for Item:

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

RESOLUTION NO. R22-84

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

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

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

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

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

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 27th day of December 2022
by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the
27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

15. Resolution No. R22-85: Resolution Of The City Council Authorizing The Mayor To Execute Modification Agreement For Montana Natural Resource Damage Program.

RESOLUTION NO. R22-85

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE MODIFICATION AGREEMENT FOR MONTANA NATURAL RESOURCE DAMAGE PROGRAM.

WHEREAS, the City of Laurel (hereinafter “the City”) and the Montana Natural Resource Damage Program (hereinafter “NRDP”) have previously entered into Agreement No. 700122 (hereinafter “the Agreement”) related to projects awarded funding through the Yellowstone River Recreation Project Priority Plan (hereinafter “the projects”);

WHEREAS, the parties need additional time to complete the projects; and

WHEREAS, the parties wish to memorialize an extension of time of the Agreement by way of a Modification of the Agreement.

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

Section 1: Approval. Modification No. 3 to Agreement No. 700122, by and between the Montana Natural Resource Damage Program and the City of Laurel, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute Modification No. 3 to Agreement No. 700122, by and between the Montana Natural Resource Damage Program and the City of Laurel.

Introduced at a regular meeting of the City Council on the 27th day of December 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 27th day of December 2022.

APPROVED by the Mayor on the 27th day of December 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MODIFICATION No. 3 to AGREEMENT No. 700122

The Montana Natural Resource Damage Program (NRDP) and the City of Laurel (Contractor) hereby agree to modify Agreement No. 700122 (Agreement). The purpose of this Modification No. 3 (Modification) is to allow additional time to complete projects awarded funding through the Yellowstone River recreation project priority plan.

SECTION 1: DATES TO COMMENCE AND COMPLETE SERVICES

NRDP and Contractor mutually agree to amend Section 1: *Dates to Commence and Complete Services*, of the Agreement and change the termination date from “through December 31, 2022” to “through December 31, 2023.”

SECTION 14: LIAISONS AND SERVICE OF NOTICES

NRDP and Contractor mutually agree to amend Section 14: *Liaisons and Service of Notices*, of the Agreement by deleting the NRDP liaison and replacing it with the following:

“NRDP Liaison: Pat Cunneen
1720 9th Avenue
PO Box 201425
Helena, MT 59620-1425
Phone: 406-565-6924
Email: pcunneen@mt.gov”

Except as stated in this modification, all requirements for this Agreement remain the same.

The effective date of this Modification is January 1, 2023, as long as this Modification is executed by all parties.

IN WITNESS THEREOF, the parties have executed this Modification as set out below:

STATE OF MONTANA
DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE PROGRAM

Harley Harris
Program Manager
harleyharris@mt.gov

Date

Approved for legal content by:

DocuSigned by:
Katherine Hausrath

12/20/2022

0C6E3C9A7D5B429...
NRDP Legal Counsel

Date

CITY OF LAUREL

Dave Waggoner
Mayor
citymayor@laurel.mt.gov

Date